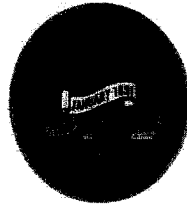


PROFESSIONAL SERVICES AGREEMENT

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT

AND

CDM SMITH, INC.

CONTRACT NO. 1685-15562

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016

Reference Agreement: City of Minot and CDM Smith, Inc. for Community Development Block
Grant Disaster Recovery Management Services

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List of Exhibits

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Exhibit 2	Grant Agreement
Exhibit 3	Federal Clauses
Exhibit 4	Board Authorization
Exhibit 5	Evidence of Insurance
Exhibit 6	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 7	Electronic Payable Program
Exhibit 8	Minority and Women Business Enterprises Subcontracting Goal
Exhibit 9	Economic Disclosure Statement

Attachment 1

Reference Agreement: City of Minot and CDM Smith, Inc. for Community Development Block Grant Disaster Recovery Management Services

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and CDM Smith Inc., doing business as a Corporation of the State of Illinois hereinafter referred to as "Consultant". pursuant to authorization by the Cook County Board of Commissioners on June 29, 2016, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) **Interpretation**

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) **Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Statement of Work and Schedule of Compensation
Exhibit 2	Grant Agreement
Exhibit 3	Federal Clauses
Exhibit 4	Board Authorization
Exhibit 5	Evidence of Insurance
Exhibit 6	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 7	Electronic Payable Program
Exhibit 8	Minority and Women Business Enterprises Subcontracting Goal
Exhibit 9	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) **Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Statement of Work and Schedule of Compensation, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) **Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this

Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. **"Key Personnel"**

means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Statement of Work and Schedule of Compensation.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance for all contracts which have an amount of \$25,000 or more, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a thirty-five percent (35%) MBE/WBE goal for this contract.**

f) **Insurance**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(i) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
 - \$500,000 each Accident
 - \$500,000 each Employee
 - \$500,000 Policy Limit for Disease

(ii) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(iii) Commercial Automobile Liability Insurance

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(iv) Umbrella/Excess Liability

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts: Each Occurrence - \$1,000,000.

(v) **Professional Errors and Omissions Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000. Subcontractors performing professional services for the Contractor shall maintain limits of not less than \$1,000,000 with the same terms in this section.

- (a) The retroactive coverage date shall be no later than the effective date of this contract.
- (b) Coverage shall be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor.

Additional requirements

(i) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(ii) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(iii) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance

requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(iv) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims to the extent arising out of negligent acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage

afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the

Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/

Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

I) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning

services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin June 29, 2016 and continue until December 31, 2019 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

This contract does not include renewal options.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Statement of Work and Schedule of Compensation in the attached Exhibit 1 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall

reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 1, Statement of Work and Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify

Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The

decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or

cause to be performed this Agreement under the terms and conditions stated in this Agreement;

- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in

reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a

Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be

mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement,

representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies,

equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

I) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Department of Planning and Development
69 W. Washington Street, Suite 2900
Chicago, Illinois 60602
Attention: Jennifer Miller

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: CDM Smith, Inc.
125 S. Wacker Drive, Suite 600
Chicago, Illinois 33635
Attention: Susan M. Campbell

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Statement of Work and Schedule of Compensation

Schedule of Compensation



125 S. Wacker Drive, Suite 600
Chicago, Illinois 60606
tel: 312-346-5000

June 1, 2016

Susan M. Campbell

Director

Cook County Bureau of Economic Development, Department of Planning and Development

69 W. Washington, Suite 2900

Chicago IL 60602

Subject: CDBG-DR Technical Assistance Cost Proposal

Dear Ms. Campbell:

In accordance with Cook County's scope of work for the CDBG-DR Technical Assistance work, CDM Smith has prepared this cost proposal for your consideration.

Total Hours: 15,603

Blended Hourly Rate: \$128.00 per hour

Contract Total: \$1,997,184

Duration: 42 months

Under this proposal, the method and rate of compensation will be based upon one blended hourly rate for the labor hours worked, up to the contract total (not to exceed amount).

Our proposed hours and total fee is also shown by percent of the current grant budget below. These delivery percentages include a weighted average of the program management function.





Ms. Susan Campbell

June 1, 2016

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Breakdown of Fee by Grant Program

Program	Hours	Total Delivery \$		Program \$	Delivery as % of Program \$
PMO	7,512				
Strategic Acquisition	499	\$ 123,210	\$	10,000,000	1.2%
Replacement Housing	1,203	\$ 296,965	\$	21,500,000	1.4%
Residential Resilience	762	\$ 188,040	\$	12,000,000	1.6%
Infrastructure	4,019	\$ 992,050	\$	29,936,000	3.3%
Economic Development	806	\$ 198,996	\$	2,000,000	9.9%
Planning	802	\$ 197,913	\$	4,000,000	4.9%
	15,603	\$ 1,997,184	\$	79,436,000	

We developed this cost proposal based upon a review of Cook County's latest Action Plan amendment and expenditures and progress to date. As such, we did make several assumptions to what would not be included in our cost proposal. A list of those assumptions follow.

Assumptions

- 1 Hard Costs such as title, legal, asbestos/lead testing, legal ads not included and assumed to be part of subrecipient or subgrantee scope of work
- 2 No environmental included for the residential resilience and strategic acquisition program, assume handled by subrecipient or subgrantee
- 3 Assume we will be reviewing all pay requests (3 step process) and entering draft request into county system; County staff enter draw request in DRGR
- 4 Approximately 74 grants/projects will be undertaken
- 5 Assume SOPs will be developed for all programs and cross cutting regulations but based upon County's existing SOPs, electronic documents provided to county and no hard copies
- 6 Theresa Tucker and Steve Green on site one week every two months (i.e., they alternate on site)
- 7 Progress meeting monthly with most participants on phone
- 8 DRGR Action Plan Updates and QPRs completed by CDM Smith with County assistance for submittal and review
- 9 Construction Management included for infrastructure projects but not for replacement housing projects
- 10 Project staff will primarily work remotely except when on-site for monitoring, TA or meetings/coordination
- 11 Because most grant management is being done by others, an IT program management system will not be built or deployed; excel and on-line technologies will be used



Ms. Susan Campbell

June 1, 2016

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We appreciate this opportunity to provide a cost proposal to assist the County with your disaster recovery efforts. We look forward to discussing our proposal with you further. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris M.' followed by a stylized flourish.

Christopher M. Martel

Vice President

CDM Smith Inc.

Statement of Work

CDBG-DR PROGRAM ADMINISTRATION AND DELIVERY STATEMENT OF WORK

The County is administering the Community Development Block Grant Disaster Recovery (CDBG-DR) funds for disaster-related expenses necessary for disaster relief, long-term recovery, restoration of infrastructure and housing, and economic development in distressed areas due to the 2013 flooding. The County is retaining the services of Vendor to administer CDBG-DR funds effectively and expeditiously as part of the implementation of the Disaster Recovery Program for Cook County. As outlined below, the Vendor will perform certain tasks (services) for the County, including, but not limited to, assisting the County in program design, the pre-application process, the application process, program/project development and implementation, bidding, pre-construction, construction, repair and rehabilitation, and closeout.

The Vendor shall assist the County in determining eligible activities and expending the CDBG-DR funds in accordance with HUD regulations. The Vendor shall perform program management, delivery, and operation services. The Vendor shall administer the CDBG-DR funds for the Program which is generally comprised of Housing, Infrastructure, and Economic Development where authorized by HUD. The scope of services to be performed under this agreement is summarized below.

Phase 1: Start up and Program Design Assistance (Months 1-2)

Vendor shall assist the County in developing the mechanisms necessary for implementation of a CDBG-DR Program, including but not limited to the following:

- a. Update the County's Action Plan and other required documentation for Disaster Recovery in accordance with the established HUD Disaster Regulations.
- b. Prepare required Substantial Amendments to the Action Plan.
- c. Design, develop, and revise required program policies and procedures for implementation of the programs and projects as described in the Action Plan, as amended.
- d. Establish a data management system based on requirements of the proposed programs.
- e. Secure necessary personnel, equipment, and telecommunications services to be able to take applications by mail, in-person and over the phone.
- f. Make ready all paper forms and paper filing capacity for physical recordkeeping, including the development of necessary procedures and forms for obtaining privacy releases, both in person and from applicants who live in remote locations.
- g. Develop presentation materials and conduct technical assistance meetings in different locations throughout the County to educate potential applicants, contractors, subcontractors and other critical target groups on the details of the eligible programs.
- h. Make available senior managers of the Vendor's firm for meetings with County and Federal officials, and other necessary external meetings, each instance of which must be approved by the County.
- i. As necessary, assist the County in signing memorandums of understanding in coordination with the County and all relevant partners (FEMA, SBA, and other similar County and Federal agencies) to facilitate the transmission of necessary data required for program implementation.

Phase 2: Full-scale operations (Months 3-36)

The scope of services includes program design, administration, and management and project delivery services for the County's CDBG-DR Program, as described below. Services shall include: compliance with all required reporting, tracking overall grant progress in compliance with CDBG-DR program guidelines, providing technical assistance when necessary, preparation of amendments, and coordination with County committees, financial management, and other grant-required administration tasks requested by the County. Programs include:

- Strategic Acquisition
- Rehabilitation/Remediation
- Infrastructure
- Replacement Housing
- Economic Development
- Planning (*intersects with other activities)

Related services for **ALL** activities shall include:

Program Administration/Management

- Verify conformance of all proposed programs and projects to one of the three national objectives and document said compliance.
- Conduct environmental review and secure necessary State and Federal clearances.
- Coordinate with the Department to finalize overall program component funding allocations.
- Review existing program policies and procedures, edit as appropriate, and create new as needed.
- Develop and implement program management processes and tools for organizing and managing CDBG-DR programs and funds.
- Establish and train Department staff on best practices.
- Establish program charters, timelines, goals, metrics and deliverables.
- Facilitate document control and management.
- Work with Department management to amend County's Action Plan and related documents.
- Support program and financial compliance requirements.
- Develop strategy for communication with the general public, partners, and prospective applicants/beneficiaries.
- Support program operations as required.
- Assist County with local and/or Federal reporting.
- Develop and implement proper controls for each program component that are built into the program policies and procedures to ensure compliance with the HUD regulations and the County's Action Plan including but not limited to:
 - Eligible Applicants
 - Maximum and Minimum Funding Amounts
 - Restrictions on Property Sale or Transfer
 - Priority Populations and/or Geographies to be Served (low to moderate income, elderly, disabled, etc.)
 - Acceptable Levels and Type of Assistance
 - Flooding Tie-Back

- Duplication of Benefits
 - Cost Reasonableness
- Assist the Department with its marketing strategy for the CDBG-DR program for the components listed in the Action Plan and subsequent Substantial Amendments. Assist with public inquiries and requests from businesses, individuals, communities and other interested parties regarding all grant eligibility requirements for such CDBG-DR components. Outreach also includes key programmatic updates, meetings, workshops, etc.; develop or refine application and outreach materials.
- Conduct informational workshops and other outreach efforts for community and potential applicants.
- Intake, review and process applications for assistance including assessment and verification of eligibility and cost reasonableness; also secure third party verification of eligibility as needed.
- Intake, review and process invoices and facilitate disbursement of funding in coordination with County.
- Setup and continually update program and project information in HUD's DRGR system including funding and beneficiary information; prepare related Quarterly Performance Reports.
- Prepare all required HUD compliance reports including but not limited to the 4710, 2516, and Section 3 reports.
- Conduct pre-construction conferences, as applicable, for selected contractors and review employee interview forms, Weekly contractor and subcontractor payrolls, payroll review sheet for each payroll, corrective actions for any wage underpayments or overtime violations, Section 3 new hire forms, pictures of posted wage rates and Equal Opportunity posters, change orders, and inspection reports for compliance as applicable.
- Develop and maintain file documentation.
- Work with County to address Federal monitoring and audit inquiries.
- Provide applicants with technical assistance.
- Review work write ups on eligible projects and verify the amounts of assistance due to projects, prepare all documents related to the commitment and disbursement.
- Process commitment letters and process invoices for assistance for eligible applicants.
- Develop a mediation process to resolve disputes between vendors participating in the program and County.
- Provide the County with regular activity, financial and progress reports as required to support billing for services and preparation of reports for County's monitoring agencies and HUD.
- Work with Department staff to design and implement a CDBG-DR Grant Monitoring system for all projects funded through CDBG -DR to ensure compliance with all federal and state laws and regulations and other requirements of the CDBG-DR program; review CDBG-DR program documents for compliance with CDBG -DR program and regulations. Train Department staff on best practices for monitoring design, implementation and techniques.
- Closeout programs after conducting final file review.

Project Delivery by Program Components

Strategic Acquisition (i.e. buyouts)

- Coordination with the Department, Cook County Land Bank Authority, and other applicable stakeholders to develop and implement related program.
- Coordinate with the Department to finalize project specific funding allocations.

- Intake, review and process applications for assistance from individual homeowners, including assessment and verification of household and property eligibility.
- Coordinate appraisal process with third party vendors as applicable.
- Coordinate with title companies as needed.
- Prepare and process buyout payments and ensure payment eligibility and cost-reasonableness.
- Ensure compliance with the 49 CFR Part 24 Uniform Relocation Assistance and Real Property Act Acquisition for Federal and Federally-Assisted Programs Act also known as the Uniform Act.
- Assist with procurement of contractors for demolition and oversee related process including payment processing and inspections. Ensure overall compliance through work write-ups, bid specifications, contractor eligibility, progress inspections, etc.
- Verify work has been appropriately completed before processing draw requests.

Rehabilitation/Remediation

- Coordination with the Department, designated subrecipients, and other applicable stakeholders to develop and implement related program.
- Coordinate with the Department to finalize project specific funding allocations.
- Intake, review and process applications for assistance from individual homeowners, including assessment and verification of household and property eligibility.
- Coordinate appraisal process with third party vendors as applicable.
- Coordinate with title companies as needed.
- Prepare and process rehabilitation payments and ensure payment eligibility and cost-reasonableness.
- Ensure compliance with the 49 CFR Part 24 Uniform Relocation Assistance and Real Property Act Acquisition for Federal and Federally-Assisted Programs Act also known as the Uniform Act.
- Coordinate with subrecipients to ensure proper procurement of contractors for rehabilitation and oversee related process including payment processing and inspections. Ensure overall compliance through work write-ups, bid specifications, contractor eligibility, progress inspections, etc.
- Implement and oversee Lead-Based Paint, Section 3, Section 504, and other applicable cross-cutting requirements to ensure compliance.
- Verify work has been appropriately completed before processing draw requests.

Replacement Housing

- Coordination with Department, designated developers, and other applicable stakeholders to develop and implement related program.
- Coordinate with the Department to finalize project specific funding allocations.
- Intake, review and process applications for assistance from developers, including assessment and verification of project eligibility/viability and conduct underwriting.
- Coordinate appraisal process with third party vendors as applicable.
- Coordinate with title companies as needed.
- Prepare and process rehabilitation/reconstruction payments and ensure payment eligibility and cost-reasonableness.
- Ensure compliance with the 49 CFR Part 24 Uniform Relocation Assistance and Real Property Act Acquisition for Federal and Federally-Assisted Programs Act also known as the Uniform Act.
- Coordinate with developers to ensure proper procurement of contractors for rehabilitation and oversee related process including payment processing and inspections. Ensure overall

compliance through work write-ups, bid specifications, contractor eligibility, progress inspections, etc.

- Implement and oversee Davis Bacon, Lead-Based Paint, Section 3, Section 504, and other applicable cross-cutting requirements to ensure compliance.
- Verify work has been appropriately completed before processing draw requests.

Infrastructure

- Coordination with the Department, Metropolitan Water Reclamation District or other storm water management authorities, municipalities, private entities, and other applicable stakeholders to develop and implement related program. Partner with other Federal, State, or County agencies to leverage funding for projects of joint interest.
- Coordinate with the Department to finalize project specific funding allocations.
- Intake, review and process applications for assistance from municipalities, private entities, and storm water authorities.
- Prepare and process construction payments and ensure payment eligibility and cost-reasonableness.
- Ensure compliance with the 49 CFR Part 24 Uniform Relocation Assistance and Real Property Act Acquisition for Federal and Federally-Assisted Programs Act also known as the Uniform Act.
- Coordinate with funding recipients to ensure proper procurement of contractors for construction and oversee related process including payment processing and inspections. Ensure overall compliance through work write-ups, bid specifications, contractor eligibility, progress inspections, etc.
- Implement and oversee Davis Bacon, Section 3, and other applicable cross-cutting requirements to ensure compliance.
- Verify work has been appropriately completed before processing draw requests.

Economic Development

The Vendor will meet with Department staff and applicable County officials to determine the types of economic development activities the County wishes to fund and to develop a related eligible program which may include activities such as:

- Direct loans/grants to for-profit businesses
- Loan interest supplements to for-profit businesses
- Loan guarantees
- Business incubators
- Public infrastructure to assist businesses

Based upon economic development activities and programs that the County wishes to fund, the Vendor will prepare the program guidelines for the activity with input from Department staff. Policies will be dependent upon such decisions as to whether the program will be competitive; first-come, first-serve; ceiling amounts for the grant/loans; cost per job created or retained; disaster impact or economic revitalization, etc. Once policy decisions have been made, the documents necessary to implement the approved activity will be created. For example, if assistance is determined to be loans/grants for for-profit businesses, application forms will be developed that capture the information to determine national objective and to perform the underwriting required by HUD regulations. For any of the above

activities, the Vendor, upon approval of the activity by the County, will deliver written program policies, guidelines and application forms.

Planning (*intersects with other activities)

- Coordination with the Department, Chicago Metropolitan Agency for Planning, Center for Neighborhood Technology, local councils of government or other applicable stakeholders to develop and implement related program. Partner with other Federal, State, or County agencies to leverage funding for projects of joint interest.
- Coordinate with the Department to finalize project specific funding allocations.
- Intake, review and process applications for assistance from municipalities, private entities, and storm water authorities.
- Coordinate with funding recipients to ensure proper procurement of consultants/contractors.
- Prepare and process planning invoice payments and ensure payment eligibility and cost-reasonableness.
- Verify work has been appropriately completed before processing draw requests.

Phase 3: Close-out (Months 37-42)

The Program Vendor shall provide the following services in Phase 3 including, but not limited to, the following items:

- Provide final reports on activities, accomplishments and financials.
- Close out files for all applications and closed transactions.
- Provide all other documentation and certifications required by the contract and terms of the Federal funding.
- Work with County to address Federal monitoring and audit inquiries.

EXHIBIT 2

Grant Agreement

**Grant Agreement
for CDBG Disaster Recovery Assistance
for Cook County, Illinois
(Disaster Recovery Appropriations Act, 2013 P.L. 113-2)**

1. The grantee must use these Community Development Block Grant (CDBG) funds as provided by Public Law 113-2, Disaster Relief Appropriations Act, 2013 (approved January 29, 2013).
2. The grantee is required to expend the funds obligated in the grant agreement within two years of the date of the obligation. If the grantee's two year expenditure deadline occurs prior to September 30, 2017, unexpended funds will be returned to the Department and may be reallocated. After September 30, 2017, any unexpended funds will be returned to the U.S. Treasury.

The grantee must comply with all Notice requirements, waivers and alternative requirements previously and subsequently issued by the U.S. Department of Housing and Urban Development with respect to this grant. The grantee must comply with all Notice requirements, waivers and alternative requirements previously and subsequently issued by the U.S. Department of Housing and Urban Development with respect to this grant. This includes the June 3, 2014 *Federal Register* Notice, "Second Allocation, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Disasters Occurring in 2013".

Additionally, and as applicable, the grantee must comply with the December 16, 2013 *Federal Register* Notice, "Allocations, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant Disaster Recovery Funds in Response to Disasters Occurring in 2013," (Docket FR-5696-N-07); the March 5, 2013 *Federal Register* Notice, "Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy (Pub. L. 113-2)," (Docket FR-5696-N-01), and the April 19, 2013 *Federal Register* Notice, "Clarifying Guidance, Waivers, and Alternative Requirements for Hurricane Sandy Grantees in Receipt of Community Development Block Grant Disaster Recovery Funds," (Docket FR-5710-N-01).

3. The grantee must comply with all applicable requirements of the Housing and Community Development Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act, as amended, and other statutes, regulations, notices, and Office of Management and Budget (OMB) circulars, except as provided for in terms 1 and 3, above. The grantee is advised to pay particular attention to: regulations at 24 CFR part 58 pertaining to environmental review requirements; labor standards requirements of 42 U.S.C. 5310, and to act in conformance with OMB Circular A-87 (2 CFR part 225) pertaining to cost principles.

4. The grantee's submissions, the Notices identified in term 3 (above), the Funding approval/Agreement (form HUD-7082) are incorporated by reference and constitute part of this Grant Agreement. Submissions include the CDBG-DR action plans and amendments, including the certifications and assurances and any information or documentation required to meet any grant award conditions.
5. The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System of Award Management (SAM) Central Contractor Registration database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (codified at 2 CFR part 170).
6. This grant agreement covers a total amount of \$24,475,767. The funds may be used in the amounts listed and activities described in the table below and as provided in the Action Plan, as amended. The grant terms and conditions have been amended to adjust funding levels and activities described in the table below. The grantee may request that the Department amend the grant terms and conditions to adjust funding levels and activities described in the table below and may not adjust those levels or activities until received amended grant terms and conditions. Substantial amendments are subject to the additional requirements of the applicable CDBG-DR Notices. Subsequent amendments to this grant agreement will obligate additional funds towards the County's full grant amount of \$83,616,000. The grantee may request additional funds by submitting its amended action plan to the Department.

Cook County, Illinois			
OBLIGATION AMOUNTS REQUESTED			
PROGRAM CATEGORY	OBLIGATION #3	*AMOUNT PREVIOUSLY OBLIGATED	TOTAL OBLIGATION
Administration	\$1,312,000	\$688,000	\$2,000,000
Planning	\$500,000	\$1,090,000	\$1,590,000
Housing	\$9,201,777	\$6,570,000	\$15,771,777
Infrastructure	\$6,973,990	\$2,900,000	\$9,873,990
Tenant-Based Rental Assistance	\$-0-	\$-0-	\$-0-
Strategic Acquisition	\$5,488,000	\$2,512,000	\$8,000,000
Economic Recovery	\$1,000,000	\$-0-	\$1,000,000
TOTAL	\$24,475,767	\$13,760,000	\$38,235,767

*Amount previously obligated reflects adjustments to originally planned uses of the first two funding obligations that did not trigger a substantial amendment.



U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

Illinois State Office
77 W. Jackson Blvd.
Chicago, Illinois 60604-3507

OFFICE OF
COMMUNITY PLANNING & DEVELOPMENT

FEB 29 2016

Toni Preckwinkle
President, Cook County Board
69 W. Washington Street, 29th floor
Chicago, IL 60602

Dear President Preckwinkle:

**SUBJECT: Community Development Block Grant (CDBG) Disaster Recovery Program
Grant Agreement for Funding Request
Third Request for Funds**

This letter transmits grant agreements providing an additional \$24,475,767 in grant funding from the \$83,616,000 that has been reserved under the Community Development Block Grant-Disaster Recovery (CDBG-DR) funding appropriated under the Disaster Relief Appropriations Act, 2013 (P.L. 113-2). This amount is reflected in the enclosed three copies of the grant agreement, along with special conditions. The County provided for the use of these funds in its previously approved Annual Action Plan Amendment for the use of \$83,616,000 in CDBG-DR funding.

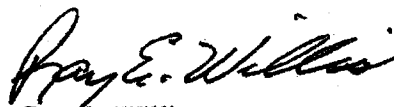
As noted in the grant agreement, the Department has assigned the following grant number to these funds: B-13-US-17-0001. Please execute all three copies and return them to the HUD Chicago Regional Office via overnight delivery.

Once received from the County, the Grant Agreements will be executed by the Department. A fully executed copy will be returned to you. The date that the Department signs the Grant Agreement is the date on which the funds are obligated. Under the provisions of the Disaster Relief Appropriations Act, 2013, all funds obligated by the Grant Agreement must be expended within two years of the date on which the Department signs the Grant Agreement.

The County's CDBG disaster recovery Line of Credit will be accessible through HUD's Disaster Recovery Grant Reporting (DRGR) system. Please contact the DRGR Help Desk at drgr_help@hud.gov to register DRGR users or resolve any access issues. Please be advised that the County is required to report on its use of CDBG-DR funds outlined in the Action Plan through DRGR.

HUD looks forward to continuing to work with you and your staff in partnership to address your recovery needs. If you or any members of your staff have questions, please contact Program Manager Kimberly Danna of my staff at (312)913-8721. If you wish to contact me directly, I can be reached at (312) 913-8713.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray E. Willis". The signature is fluid and cursive, with the first name "Ray" being more prominent.

Ray E. Willis
Director

Enclosures

EXHIBIT 3

Federal Clauses

SPECIAL CONDITION: FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. **Interest of Members of or Delegates to the United States Congress**

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. **False or Fraudulent Statements and Claims**

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. **Federal Interest in Patents**

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. **Federal Interest in Data and Copyrights**

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of

this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier

to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. **No Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. **Cargo Preference - Use of United States Flag Vessels**

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference – U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. **Fly America**

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. **No Federal Government Obligations to Third Parties**

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. **Allowable Costs**

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours,

and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

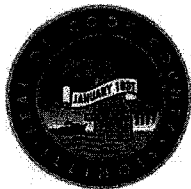
Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

EXHIBIT 4

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 16-3519 **Version:** 1 **Name:** CDM Smith CDBG-DR Contract
Type: Contract **Status:** Approved
File created: 5/25/2016 **In control:** Business and Economic Development Committee
On agenda: 6/8/2016 **Final action:** 6/29/2016
Title: PROPOSED CONTRACT

Department(s): Planning and Development

Vendor: CDM Smith, Inc., Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Professional Services/Technical Assistance for CDBG-Disaster Recovery Program

Contract Value: \$1,997,184.00

Contract period: 6/29/2016 - 12/31/2019

Potential Fiscal Year Budget Impact: FY 2016 - FY 2019 - No fiscal impact; funded by HUD Grant

Accounts: 9411401.520830.100

Contract Number(s): 1685-15562

Concurrences:

The Vendor has met the Minority- and Woman-owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

Summary: This contract is to retain the services of CDM Smith, Inc. to administer Cook County's allocation of \$83.6 Million from the United States Office of Housing and Urban Development in Community Development Block Grant Disaster Recover grant funds in order to effectively and expeditiously assist the Department in its implementation of Cook County Disaster Recovery Program.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. CDM Smith, Inc. was previously awarded a contract by the City of Minot, North Dakota through a Request for Proposals (RFP) process. Cook County would like to leverage this procurement effort.

Sponsors:

Indexes: SUSAN CAMPBELL, Director, Department of Planning and Development

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
6/29/2016	1	Board of Commissioners	approved	Pass

6/8/2016

1

Board of Commissioners

referred

Pass

PROPOSED CONTRACT

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Contract No. 1685-15562

EXHIBIT 5

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: New Hampshire Ins Co	23841
	INSURER C: Lloyd's Syndicate No. 2623	AA1128623
INSURER D: ACE Property & Casualty Insurance Co.	20699	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570062163499 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL2039274	01/01/2016	01/01/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY			CA 9734322 AOS	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 9734321 MA	01/01/2016	01/01/2017	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			XOOM00981485001	01/01/2016	01/01/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC068022509 AOS WC068022511 CA	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Archit&Eng Prof			QC1601367	01/01/2016	01/01/2017	each claim aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract No:1685-15562; CDBG-DR Technical Assistance.
Cook County, its officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of Cook County, its officials, employees and agents in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the

CERTIFICATE HOLDER**CANCELLATION**

Cook County Department of Planning and Development Attn: Jennifer Miller 69 W Washington St, Suite 2900 Chicago, IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>

Certificate No : 570062163499



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570062163499			
CARRIER See Certificate Number: 570062163499	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC068022512 FL	01/01/2016	01/01/2017	
B		N/A		WC068022513 IL, KY, NC, NH, UT	01/01/2016	01/01/2017	
B		N/A		WC068022514 MA, ND, OH, WA, WI, WY	01/01/2016	01/01/2017	
B		N/A		WC068022515 NJ, PA	01/01/2016	01/01/2017	
B		N/A		WC068022510 AK, AZ, VA	01/01/2016	01/01/2017	

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570062163499			
CARRIER See Certificate Number: 570062163499	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

Contract No. 1685-15562

EXHIBIT 6

Identification of Subcontractor/Supplier/Subconsultant Form

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1685-15562	Date: June 1, 2016
Total Bid or Proposal Amount: \$1,997,184	Contract Title: Community Development Block Grant Disaster Recovery Management Services
Contractor: CDM Smith Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: B2B Strategic Solutions, Inc.
Authorized Contact for Contractor: Christopher M. Martel	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Donna C. Bryant
Email Address (Contractor): martelcm@cdmsmith.com	Email Address (Subcontractor): donna@b2bssi.com
Company Address (Contractor): 125 S. Wacker Drive Suite 600	Company Address (Subcontractor): 190 N. Michigan Avenue Suite 2800
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60601
Telephone and Fax (Contractor): T: 312-780-7777 F: 312-346-5228	Telephone and Fax (Subcontractor): T: 312-368-1700 F: 866-213-8350
Estimated Start and Completion Dates (Contractor): July 2016 to January 2020	Estimated Start and Completion Dates (Subcontractor): July 2016 to January 2020

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Assist with project management duties including aiding project PM with subcontract preparation and oversight, invoicing, MBE/WBE reporting, progress reporting and local coordination. Technical advisement and compliance and monitoring for all program areas	\$179,200

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor CDM Smith Inc.

Name Christopher M. Martel, Vice President

Title

Prime Contractor Signature

Date

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1685-15562	Date: June 1, 2016
Total Bid or Proposal Amount: \$1,997,184	Contract Title: Community Development Block Grant Disaster Recovery Management Services
Contractor: CDM Smith Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Environmental Design International, Inc.
Authorized Contact for Contractor: Christopher M. Martel	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Michael T. Ring
Email Address (Contractor): martelcm@cdmsmith.com	Email Address (Subcontractor): mring@envdesigni.com
Company Address (Contractor): 125 S. Wacker Drive Suite 600	Company Address (Subcontractor): 33 W. Monroe Street Suite 1825
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60603
Telephone and Fax (Contractor): T: 312-780-7777 F: 312-346-5228	Telephone and Fax (Subcontractor): T: 312-345-1400 F: 312-345-0529
Estimated Start and Completion Dates (Contractor): July 2016 to January 2020	Estimated Start and Completion Dates (Subcontractor): July 2016 to January 2020

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Environmental reviews, construction management for infrastructure projects, review of draw requests, financial reconciliation, asbestos/lead clearance quality control, technical advisement and compliance and monitoring	\$285,156

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor CDM Smith Inc.

Name Christopher M. Martel, Vice President

Title

Prime Contractor Signature

Date

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1685-15562	Date: June 1, 2016
Total Bid or Proposal Amount: \$1,997,184	Contract Title: Community Development Block Grant Disaster Recovery Management Services
Contractor: CDM Smith Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Panacea Group, LLC
Authorized Contact for Contractor: Christopher M. Martel	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Derrick Colton
Email Address (Contractor): martelcm@cdmsmith.com	Email Address (Subcontractor): dcolton@panaceagroup.com
Company Address (Contractor): 125 S. Wacker Drive Suite 600	Company Address (Subcontractor): 155 N. Wacker Drive Suite 4250
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60606
Telephone and Fax (Contractor): T: 312-780-7777 F: 312-346-5228	Telephone and Fax (Subcontractor): T: 312-835-0546 (no fax)
Estimated Start and Completion Dates (Contractor): July 2016 to January 2020	Estimated Start and Completion Dates (Subcontractor): July 2016 to January 2020

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Economic development program guidance, underwriting, program controls, technical advisement and assistance on program policies and procedures	\$42,784

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor CDM Smith Inc.

Name Christopher M. Martel, Vice President

Title

Prime Contractor Signature

Date

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1685-15562	Date: June 1, 2016
Total Bid or Proposal Amount: \$1,997,184	Contract Title: Community Development Block Grant Disaster Recovery Management Services
Contractor: CDM Smith Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: PCG International, Inc.
Authorized Contact for Contractor: Christopher M. Martel	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Tom Numbere, Jr.
Email Address (Contractor): martelcm@cdmsmith.com	Email Address (Subcontractor): tnumbere@pcgintl.com
Company Address (Contractor): 125 S. Wacker Drive Suite 600	Company Address (Subcontractor): 106 W. Germania Suite 292
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60610
Telephone and Fax (Contractor): T: 312-780-7777 F: 312-346-5228	Telephone and Fax (Subcontractor): T: 312-343-5265 F: 877-394-1624
Estimated Start and Completion Dates (Contractor): July 2016 to January 2020	Estimated Start and Completion Dates (Subcontractor): July 2016 to January 2020

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Technical advisement and compliance and monitoring for all program areas	\$62,046

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor CDM Smith Inc.

Name Christopher M. Martel, Vice President

Title

Prime Contractor Signature

Date

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1685-15562	Date: June 1, 2016
Total Bid or Proposal Amount: \$1,997,184	Contract Title: Community Development Block Grant Disaster Recovery Management Services
Contractor: CDM Smith Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Tandem Ventures, LLC
Authorized Contact for Contractor: Christopher M. Martel	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ta Juana M. Tang
Email Address (Contractor): martelcm@cdmsmith.com	Email Address (Subcontractor): ttang@tandem-ventures.com
Company Address (Contractor): 125 S. Wacker Drive Suite 600	Company Address (Subcontractor): 203 N. LaSalle Suite 2100
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60601
Telephone and Fax (Contractor): T: 312-780-7777 F: 312-346-5228	Telephone and Fax (Subcontractor): T: 312-827-7979 F: 312-275-7701
Estimated Start and Completion Dates (Contractor): July 2016 to January 2020	Estimated Start and Completion Dates (Subcontractor): July 2016 to January 2020

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Review of draw requests, labor standard policies and technical assistance, Section 3 policies and technical assistance. WBE/MBE contractor compliance, procurement compliance and technical advisement	\$130,452

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor CDM Smith Inc.

Name Christopher M. Martel, Vice President

Title

Prime Contractor Signature

Date 6/1/16

Contract No. 1685-15562

EXHIBIT 7

Electronic Payable Program

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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Contract No. 1685-15562

EXHIBIT 8

Minority and Women Business Enterprises Subcontracting Goal



TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

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2nd District

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STANLEY MOORE
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JOAN PATRICIA MURPHY
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15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

June 3, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1685-15562
CD BG-DR Technical Assistance Work
Department of Planning and Development

Dear Ms. Andrews:

The following bid for the above-reference contract has been reviewed for compliance with the Minority and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the Ordinance.

Bidder: CDM Smith, Inc.

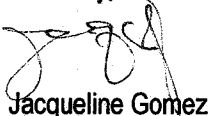
Contract Value: \$1,997,184.00

Contract Goal: 35% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
B2B Strategic Solutions, Inc.	WBE-6	Cook County	9.00% (Direct)
Tandem Ventures, LLC	WBE-6	City of Chicago	6.50% (Direct)
Environmental Design International	MBE-6	Cook County	14.30% (Direct)
PCG International, Inc.	MBE-6	City of Chicago	3.10% (Direct)
Panacea Group, LLC	MBE-6	City of Chicago	<u>2.10% (Direct)</u>
			35.00% Total

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,



Jacqueline Gomez

Contract Compliance Director

JG/smp

cc: Lillian Lee, OCPO
Jennifer Miller, Department of Planning and Development

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: B2B Strategic Solutions, Inc.

Certifying Agency: Cook County

Contact Person: Donna C. Bryant

Certification Expiration Date: 7/18/2016

Address: 150 N. Michigan Ave, St. 2800

Ethnicity: Black Female

City/State: Chicago, IL Zip: 60601

Bid/Proposal/Contract #: 1685-15562

Phone: 312.368.1700 Fax: 866.213.8350

FEIN #: 58-2670027

Email: donna@b2bssi.com

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Assist with project management duties including aiding project PM with subcontract preparation and oversight, invoicing, MBE/WBE reporting, progress reporting and local coordination. Technical advisement and compliance and monitoring for all program areas.

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$179,200; 9.0%; Payment Net 30 days from approved invoice

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they do not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Donna C. Bryant
Signature (M/WBE)

Donna C. Bryant

Print Name

B2B Strategic Solutions, Inc.

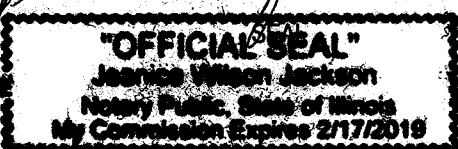
Firm Name

5/27/2016

Date

Subscribed and sworn before me

this 27 day of May 2016

Notary Public Jeanne Wilson Jackson


Christopher M. Martel
Signature (Prime Bidder/Proposer)

Christopher M. Martel

Print Name

CDM Smith Inc

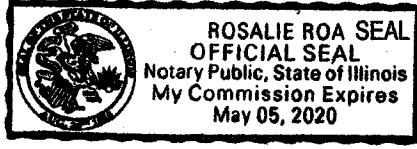
Firm Name

5/27/16

Date

Subscribed and sworn before me

this 27 day of May 2016

Notary Public Rosalie Roa




COUNTY OF COOK BUREAU OF FINANCE

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ, DIRECTOR

118 N Clark, Room 1020 | Chicago, Illinois 60602-1304 | Tel (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

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13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

June 1, 2015

Ms. Donna Bryant, President
B2B Strategic Solutions, Inc.
150 North Michigan Avenue, Suite 2800
Chicago, IL 60601-7586

Annual Certification Expires: June 1, 2016

Dear Ms. Bryant:

Congratulations on your continued eligibility for Certification as **Minority-owned Business Enterprise (MBE)** and **Women-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until **June 1, 2020**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during the five (5) year term, you must file an annual **"No Change Affidavit"** within **sixty (60) business days** prior to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**Consulting: Management Consulting, HIPAA & HITECH Consulting,
Emergency Management & Professional Development;
Technology: Staff Augmentation**

Your firm's participation on Cook County contracts will be credited toward **MBE** or **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE** or **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ek



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN

1st District

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2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

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LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

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JOHN P. DALEY

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JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

May 17, 2016

Ms. Donna Bryant, CEO/President

B2B Strategic Solutions Inc.

150 North Michigan Avenue, Suite 2800

Chicago, IL 60601

Re: Cook County MWBE Certification Extension

Dear Ms. Bryant,

Please be advised that your status as a certified *Minority Business Enterprise (MBE)* and *Women Business Enterprise (WBE)* has been extended until July 18, 2016.

This extension is provided to ensure a thorough review of your company's documentation and to allow your company the time to submit additional information and documents, if requested.

This **Certification Extension** does not guarantee continued eligibility in Cook County's **MBE/WBE/VBE/SDVBE** Program.

In responding to procurement opportunities, as evidence of your current certification with Cook County, you may include this Extension Letter and most recent Certification Letter with your submission.

If you have any questions, please feel free to contact Lisa Alexander at (312) 603-5513.

Sincerely,


Lisa Alexander, MCA

Deputy Director

LA

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Environmental Design International inc.

Certifying Agency: Cook County

Contact Person: Michael T. Ring, PLS, PS

Certification Expiration Date: 11/24/16

Address: 33 W. Monroe St, Suite 1825

Ethnicity: African-American

City/State: Chicago, IL Zip: 60603

Bid/Proposal/Contract #: 1685-15562

Phone: 3120345-1400 Fax: 312-345-0529

FEIN #: 36-3759119

Email: mring@envdesigni.com

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Environmental reviews, construction management for infrastructure projects, review of draw requests,
financial reconciliation, asbestos/lead clearance quality control, technical advisement and compliance and
monitoring

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

\$285,156; 14.3%; Payment within 15 days of prime receiving payment

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Michael T. Ring

Print Name

Environmental Design International inc.

Firm Name

May 31, 2016

Date

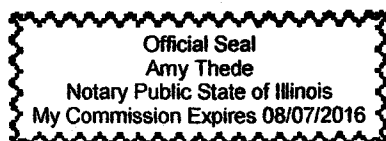
Subscribed and sworn before me

this 31 day of May, 2016

Notary Public

Amy Thede

SEAL



Signature (Prime Bidder/Proposer)

Christopher M. Martel

Print Name

CDM Smith Inc

Firm Name

5/27/16

Date

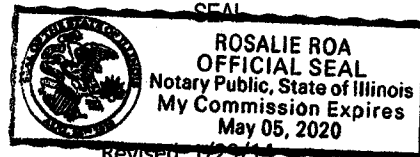
Subscribed and sworn before me

this 27th day of May, 2016

Notary Public

Rosalie Roa

SEAL





OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT
Cook County Board
of Commissioners

EARLEAN COLLINS
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

EDWIN REYES
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

November 24, 2014

Ms. Deborah Sawyer, President / CEO
Environmental Design International, Inc.
33 West Monroe Street, Suite 1825
Chicago, IL 60603

Annual Certification Expires: November 24, 2015

Dear Ms. Sawyer:

Congratulations on your continued eligibility for Certification as a Minority Business Enterprise/ Women Business Enterprise (**MBE/WBE**) by Cook County Government. This **MBE/WBE** Certification is valid until **November 24, 2016**.

As a condition of continued Certification, you must file a **"No Change Affidavit"** within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such changes.

Cook County Government may commence action to remove your firm as a **MBE/WBE** vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/ or Veteran Business Enterprise in the area(s) of specialty:

**CONSULTING SERVICES: ENGINEERING, ENVIRONMENTAL, WASTE MANAGEMENT
TECHNICAL SERVICES, QUALITY PROGRAMMATIC SPECIALIST & TECHNICIANS, LAND
SURVEYING SPECIALISTS & TECHNICIANS**

Your firm's participation on County contracts will be credited toward **MBE** or **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward **MBE** or **WBE** goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ehw

2016

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Panacea Group, LLC
 Contact Person: Derrick Colton
 Address: 155 North Wacker Dr. #4250
 City/State: Chicago/IL Zip: 60606
 Phone: 312-835-0546 Fax: _____
 Email: dcolton@panaceagroup.com

Certifying Agency: City of Chicago/Cook County
 Certification Expiration Date: 8/31/16
 Ethnicity: African American
 Bid/Proposal/Contract #: 1685-15562
 FEIN #: 26-0822061

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Economic development program guidance, underwriting, program controls, technical advisement and assistance on program policies and procedures

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

\$42,784; 2.1%; Payment within 15 days of prime receiving payment

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Derrick Colton

Print Name

Panacea Group, LLC

Firm Name

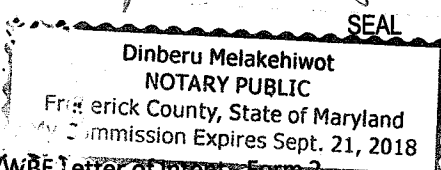
5/27/16

Date

Subscribed and sworn before me

this 27th day of May, 2016

Notary Public


 Dinberu Melakehiwot
 NOTARY PUBLIC
 Frederick County, State of Maryland
 My Commission Expires Sept. 21, 2018

M/WBE Letter of Intent - Form 2

Signature (Prime Bidder/Proposer)

Christopher M. Martel

Print Name

CDM Smith Inc

Firm Name

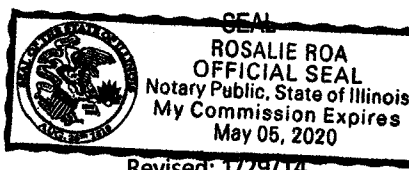
5/27/16

Date

Subscribed and sworn before me

this 27th day of May, 2016

Notary Public


 ROSALIE ROA
 OFFICIAL SEAL
 Notary Public, State of Illinois
 My Commission Expires
 May 05, 2020

Revised: 1/29/14



**Cook County Government
M/WBE Reciprocal Certification Affidavit**

Firm Name Panacea Group, LLC
 Address 155 N. Wacker Drive #4250 City Chicago
 County Cook State IL Zip 60606
 Phone (312) 835-0546 Email dcolton@panaceagroup.com

I Derrick Colton Managing Director
 (Authorized Representative) (Print Title)
 of Panacea Group, LLC do hereby affirm:
 (Name of Firm)

- 1) Panacea Group, LLC is a Minority and/or Women Business Enterprise
 (Name of Firm)

currently certified by the City of Chicago as: ☒ Black- ☐ Hispanic- ☐ Asian- ☐ Woman-owned business.

- 2) With respect to Panacea Group, LLC, the personal net worth of the qualifying
 (Name of Firm)
 (51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

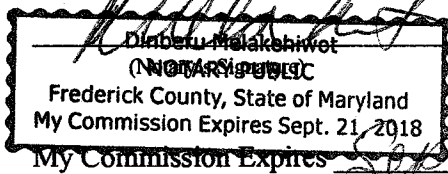
- 3) The average annual gross receipts of Panacea Group, LLC,
 (Name of Firm)
 as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I Derrick Colton affirm that, to the best of my
 (Authorized Representative)

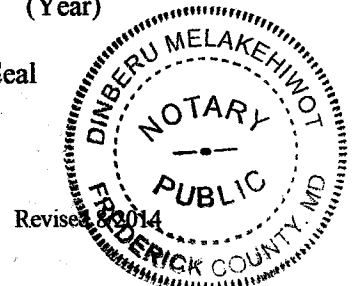
knowledge and belief, the information herein is true and accurate.

Signature [Signature] Title Managing Director Date 05/27/16

Subscribed and sworn to before me this 27th day of May 2016
 (Month) (Year)



Notary's Seal





NOV 19 2015

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Derrick Colton
Panacea Group, LLC dba Panacea Group
155 North Wacker Drive, Suite 4250
Chicago, IL 60606

Dear Derrick Colton:

We are pleased to inform you that **Panacea Group, LLC dba Panacea Group** has been recertified as a **Minority - Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **08/31/2016**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

Your firm's five year certification will expire on **08/31/2016**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **06/30/2016**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754)**.

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: PCb International, Inc. Certifying Agency: City of Chicago
 Contact Person: Tom Numbere Jr. Certification Expiration Date: 07/01/2016
 Address: 106 W. Germania Suite 292 Ethnicity: Black
 City/State: Chicago, IL Zip: 60610 Bid/Proposal/Contract #: 1685-15562
 Phone: 312 343 5265 Fax: 877 394 1624 FEIN #: 20-1959426
 Email: tnumbere@pcgintl.com

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Technical advisement and compliance and monitoring for all program areas.

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

T. Tom Numbere Jr.
 Print Name

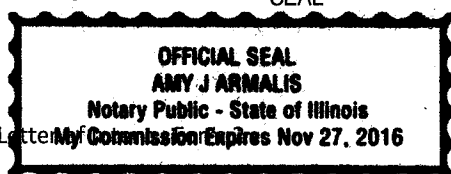
PCb International, Inc.
 Firm Name

June 1, 2016
 Date

Subscribed and sworn before me [Signature]
 this 1st day of May June, 20 16

Notary Public [Signature]

SEAL



M/WBE Letter

Signature (Prime Bidder/Proposer)

Christopher M. Martel
 Print Name

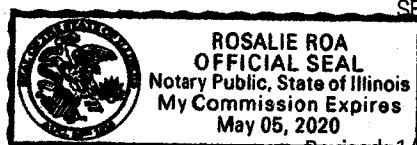
CDM Smith Inc
 Firm Name

~~5/27/16~~ JUNE 1, 2016
 Date

Subscribed and sworn before me
 this 1st day of June, 20 16

Notary Public [Signature]

SEAL



Revised: 1/29/14



**Cook County Government
M/WBE Reciprocal Certification Affidavit**

Firm Name PCG International, Inc.
 Address 106 W. Germania #292 City Chicago
 County Cook State IL Zip 60610
 Phone (312) 343 5265 Email thumbere@pcgintl.com

I Tom Numbere Jr., President
(Authorized Representative) (Print Title)

of PCG International, Inc. do hereby affirm:
(Name of Firm)

1) PCG International, Inc. is a Minority and/or Women Business Enterprise
(Name of Firm)

currently certified by the City of Chicago as: ☒ Black- ☐ Hispanic- ☐ Asian- ☐ Woman-owned business.

2) With respect to PCG International, Inc., the personal net worth of the qualifying
(Name of Firm)
 (51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of \$250,000
(Name of Firm)

as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I Tom Numbere Jr. affirm that, to the best of my
(Authorized Representative)

knowledge and belief, the information herein is true and accurate.

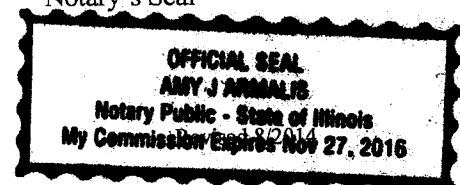
Signature [Signature] Title President Date June 1, 2016

Subscribed and sworn to before me this 1st day of June, 2016
(Month) (Year)

[Signature]
(Notary's Signature)

My Commission Expires Nov 27, 2016

Notary's Seal





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 17 2015

Mr. T Tom Numbere
PCG International, Inc., dba PCG Technology Services, Inc.
106 W. Germania, Suite 292
Chicago, IL 60610

Dear T Tom Numbere:

We are pleased to inform you that **PCG International, Inc., dba PCG Technology Services, Inc.**, has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **6/1/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **6/1/2016**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **6/1/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **4/1/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Tandem Ventures, LLC
 Contact Person: Ta Juana Tang
 Address: 203 N. LaSalle Suite 2100
 City/State: Chicago, IL Zip: 60601
 Phone: 312.827.7979 Fax: 312.275.7701
 Email: ttang@tandem-ventures.com

Certifying Agency: City of Chicago
 Certification Expiration Date: 12/15/20
 Ethnicity: African-American
 Bid/Proposal/Contract #: 1685-15562
 FEIN #: 80-0308311

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): _____


The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Review of draw requests, labor standard policies and technical assistance, Section 3 policies and technical assistance, WBE/MBE contractor compliance, procurement compliance and technical advisement

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$130,452; 6.5%; Payment within 15 days of prime receiving payment

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.


 Signature (M/WBE)

Ta Juana M. Tang

Print Name

Tandem Ventures, LLC

Firm Name

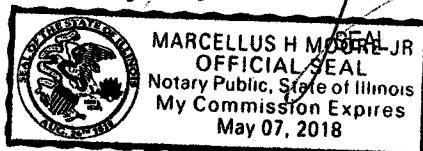
May 31, 2016


Date

Subscribed and sworn before me

this 31st day of May, 2016.

Notary Public 




 Signature (Prime Bidder/Proposer)

Christopher M. Martel

Print Name

CDM Smith Inc

Firm Name

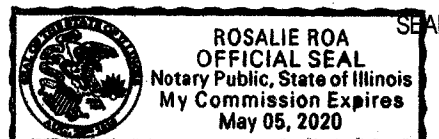
5/27/16

Date

Subscribed and sworn before me

this 27th day of May, 2016.

Notary Public 





**Cook County Government
M/WBE Reciprocal Certification Affidavit**

Firm Name Tandem Ventures, LLC
 Address 203 N. LaSalle Suite 2100 City Chicago
 County Cook State Illinois Zip 60601
 Phone (312) 827.7979 Email ttang@tandem-ventures.com

I Ta Juana M. Tang, President
(Authorized Representative) (Print Title)

of Tandem Ventures, LLC do hereby affirm:
(Name of Firm)

1) Tandem Ventures, LLC is a Minority and/or Women Business Enterprise
(Name of Firm)

currently certified by the City of Chicago as: ☒ Black- ☐ Hispanic- ☐ Asian- ☐ Woman-owned business.

2) With respect to Tandem Ventures, LLC, the personal net worth of the qualifying
(Name of Firm)
 (51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of Tandem Ventures, LLC,
(Name of Firm)

as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I Ta Juana M. Tang affirm that, to the best of my
(Authorized Representative)

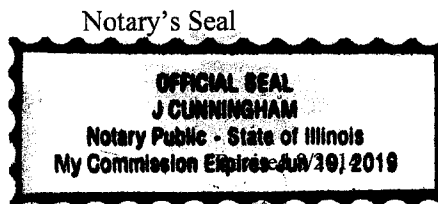
knowledge and belief, the information herein is true and accurate.

Signature [Signature] Title President Date May 31, 2016

Subscribed and sworn to before me this 31st day of May, 2016
(Month) (Year)

[Signature]
(Notary's Signature)

My Commission Expires June 19, 2019



DEC 24 2015



DEPARTMENT OF PROCUREMENT SERVICES

DEC 24 2015

CITY OF CHICAGO

Ta Juana M. Tang
Tandem Ventures, LLC
203 N. LaSalle St., Suite 2100
Chicago, IL 60601

Dear Ta Juana M. Tang:

We are pleased to inform you that **Tandem Ventures, LLC** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **12/15/2020**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **Annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/15/2016, 12/15/2017, 12/15/2018, and 12/15/2019**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/15/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/15/2020**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:


NAICS Code(s):

**541611 Administrative and General Management Consulting Services;
specializing in Contract Monitoring and Compliance Consulting
Services**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** and **Women-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,


Rich Butler
First Deputy Procurement Officer

RH/do

Contract No. 1685-15562

EXHIBIT 9

Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
Not Applicable	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?
 Yes: ☐ No: ☒ CDM Smith employs more than 5,000 people located in 110 offices worldwide, including a Chicago office with 80 staff.

- b) If yes, list business addresses within Cook County:
 125 South Wacker Drive, Suite 600, Chicago, IL 60606

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
 Yes: ☐ No: ☒

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

Not Applicable

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name CDM Smith Inc.

D/B/A: CDM Smith FEIN NO.: 04-2473650

Street Address: 125 South Wacker Drive, Suite 600

City: Chicago State: Illinois Zip Code: 60606

Phone No.: 312.346.5000 Fax Number: 312.346.5228

Email: _____

Cook County Business Registration Number: _____

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 5126-678-1 (State of Illinois Office of Secretary of State Good Standing)

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
No one person owns more than five percent (5%) of the company.		
<hr/>		
<hr/>		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NA		
<hr/>		
<hr/>		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
NA			
<hr/>			
<hr/>			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Please refer to the attached list of corporate officers for CDM Smith. This is included at the end of EDS.			
<hr/>			
<hr/>			

Declaration (check the applicable box):

- ☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Christopher M. Martel

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

martelcm@cdmsmith.com

E-mail address

Subscribed to and sworn before me
this 25th day of May, 20 16

X

Notary Public Signature

Vice President

Title

May 25, 2016

Date

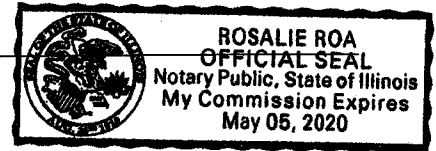
312.346.5000

Phone Number

My commission expires:

5/5/2020

Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: CDM Smith Inc.Address of Person Doing Business with the County: 125 South Wacker Drive, Suite 600, Chicago, IL 60606Phone number of Person Doing Business with the County: 312.346.5000

Email address of Person Doing Business with the County: _____

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Christopher M. Martel, Vice President, 312.780.6777, martelcm@cdmsmith.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1685-15562

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,997,184

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Lillian Lee, Office of the Chief Procurement Officer, Contract Negotiator

118 N. Clark Street, Room 1018, Chicago, IL 60602; 312.603.5613; lillian.lee@cookcountyil.gov


The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Susan M. Campbell, Director, Bureau of Economic Development, Dept. of Planning and Development

69 W. Washington Street, Suite 2900, Chicago, IL 60602; 312.603.1036; susan.campbell@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- ☐ The Person Doing Business with the County is **an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

 The Person Doing Business with the County is **a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an **individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County is a **business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible
for the General
Administration of the
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Agent Authorized
to Execute Documents for
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Employee of
Business Entity Directly
Engaged in Doing Business
with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

May 25, 2016

Signature of Recipient

Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1685-15562
 County Using Agency (requesting Procurement): Bureau of Economic Development, Dept. of Planning and Development

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): CDM Smith Inc.
 Substantial Owner Complete Name: _____
 FEIN# 04-2473650

Date of Birth: _____ E-mail address: _____

Street Address: 125 South Wacker Drive, Suite 600

City: Chicago State: IL Zip: 60606

Home Phone: (312) 346 - 5000

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*
- No *Employee Classification Act, 820 ILCS 185/1 et seq.,*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: May 25, 2016

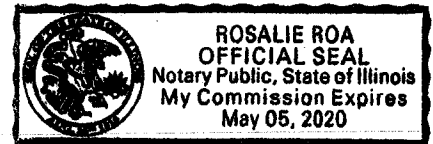
Name of Person signing (Print): Christopher M. Martel Title: Vice President

Subscribed and sworn to before me this 25th day of May, 20 16

X Rosalie Roa
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

CDM Smith Inc.

Corporation's Name

312.346.5000

Telephone

President's Printed Name and Signature

WALLT@CDMSMITH.COM

Email

6/2/16

Date

Secretary Signature

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

2^d day of June, 2016.

Lisa A. Stoddart

Notary Public Signature

My commission expires:



Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

CDM Smith Inc. Identification of Officers of the Corporation

<u>Name</u>	<u>Year Appointed</u>	<u>Position or Office Held</u>
Stephen J. Hickox	2012	Chief Executive Officer; Chairman of the Board
Thierry Desmaris	2012	Executive Vice President, Finance
Thomas McNeice	2016	President, Construction Division
Peter W. Tunncliffe	2012	President, International Services Unit
Timothy B. Wall	2012	President and Chief Operating Officer

Term of Office of all Executive Officers: Until resignation or termination.

CDM Smith Inc. Identification of Directors

<u>Name</u>	<u>Year Appointed</u>	<u>Position or Office Held</u>
Stephen J. Hickox	2012	Chief Executive Officer; Chairman of the Board
Timothy B. Wall	2012	President and Chief Operating Officer
Thierry Desmaris	2012	Executive Vice President, Finance;
Colleen L. Hughes, Ph.D., P.E.	2013	Senior Vice President
William K. O'Brien	2002	Retired Global Managing Partner, Pricewaterhouse Coopers
Paul R. Shea	2002	Senior Vice President
Howard H. Stevenson	1991	Sarofim-Rock Baker foundation Professor (emeritus), Harvard Business School
Peter W. Tunnicliffe	2012	Executive Vice President
Robert L. VanAntwerp, LTG	2012	Chief of Infrastructure and Executive Director, The Flippen Group
Gae Walters	2003	President, Millennium

Term of Office of all Directors: Until successors are duly chosen and qualified.

Contract No. 1685-15562

Attachment 1

**AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY
MANAGEMENT SERVICES FOR MINOT CDBG-DR ALLOCATION #2**

THIS AGREEMENT is made and entered into by and between the **City of Minot (City)**, North Dakota, hereinafter referred to as "City", and **CDM Smith Inc.**, hereinafter referred to as "Program Administrator."

RECITALS:

WHEREAS, the City of Minot has received Community Development Block Grant Disaster (CDBG-DR) funds from the United States Government Office of Housing and Urban Development (HUD) under the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2, approved January 29, 2013). These funds are to address housing and non-housing damages as a result of the 2011 flooding, hereinafter called the "Program" and

WHEREAS, the City desires that the Program Administrator perform certain professional management and operational services in connection with the Program; and

WHEREAS, the City will allow the Program Administrator to incur pre-agreement costs associated with administrative, planning, and project delivery activities covered by this Agreement, as provided for the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2, approved January 29, 2013); and

WHEREAS, the Program Administrator represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the City and the Program Administrator, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I SCOPE OF AGREEMENT

The Program Administrator agrees to perform professional management services in connection with the Program as stated herein, and for having rendered such services, the City agrees to pay the Program Administrator compensation as stated in sections to follow.

II. SCOPE OF SERVICES

A. Goals and Objectives

The City is administering the Community Development Block Grant Disaster Recovery (CDBG-DR) funds for disaster-related expenses necessary for disaster relief, long-term recovery, restoration of infrastructure and housing, and economic development in distressed areas due to the 2011 flooding. The City is retaining the services of Program Administrator to administer CDBG-DR funds effectively and expeditiously as part of the implementation of the Disaster Recovery Program for the City of Minot. As

outlined below, the Program Administrator will perform certain tasks (services) for the City, including, but not limited to, assisting the City in program design, the pre-application process, the application process, project development and implementation, bidding, pre-construction, construction, repair and rehabilitation and closeout.

B. Statement of Work

The Program Administrator shall administer the CDBG-DR funds for the Program which is generally comprised of Housing, Infrastructure and Economic Development where authorized by HUD. The scope of services to be performed under this agreement is summarized in Exhibit A. The Program Administrator shall assist the City in determining eligible activities and expending the CDBG-DR funds in accordance with HUD regulations. The Program Administrator shall perform program management, delivery and operation services.

C. City's Other Contractors and Consultants

Notwithstanding any provision herein to the contrary, the Program Administrator shall have no responsibility nor liability for the performance of the City's other contractors and consultants, and the Program Administrator shall have no authority to dictate or control the means and methods of those other contractors and consultants, including compliance with any applicable building codes, health and safety laws, regulations or policies, and environmental laws or regulations.

In all contracts between the City and the City's other contractors and consultants performing work or providing services on the Program, the City shall require that those other contractors and consultants indemnify The Program Administrator for all claims, costs, losses or damages (including attorneys' fees and defense costs) attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property, to the extent arising out of or relating to the negligent act or omission of those other contractors and consultants after the date this agreement is executed

D. Performance Monitoring and Performance Penalty Clauses

The Program Administrator shall be cooperative with Program and financial monitoring visits and/or investigations performed by City staff, the City Auditor's staff, and/or the U.S. Department of Housing and Urban Development (HUD).

If the Program Administrator fails to meet milestones specifically relating to funds disbursed within the agreed upon deliverable time frame, as established in the Minot CDBG-DR Allocation #2 Action Plan or associated amendments, the following penalties will be placed on the Program Administrator in sequential order.

1. A performance plan must be created within 7 days to demonstrate how the Program Administrator will regain performance and set an agreed upon timeline. If performance is not regained within the time agreed upon then;
2. The Program Administrator may receive a monetary penalty of up to \$250 per day for each business day that performance is not regained, up to a maximum penalty period of thirty (30) business days.

3. The penalty will stop upon written acceptance by the City of Program Administrator's corrective action.

The penalty terms must be invoked in writing at the sole discretion of the City. At any point after the invocation of the penalty terms, the Program Administrator may request forbearance. This request shall be in writing and should provide a detailed explanation of why forbearance is warranted. It shall be at the sole discretion of the City to grant forbearance.

As such is warranted, the City will notify the Program Administrator in writing of the default specified herein, and of the penalty assessment. Such penalty will be paid by Program Administrator within 30 calendar days of City's written notice

III. TIME OF PERFORMANCE

Services of the Program Administrator shall start upon May 6, 2013 and shall terminate when the Program is completed, but not later than May 6, 2015, unless mutually agreed by both parties.

If the specific periods of time for rendering services or specific dates, by which services are to be completed are changed through no fault of the Program Administrator, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the City has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for Program Administrators services shall be adjusted equitably.

If Program Administrator services are delayed or suspended in whole or in part by the City for more than three months through no fault of Program Administrator, Program Administrator shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by Program Administrator in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

IV. CITY FURNISHED RESOURCES

Notwithstanding the Program Administrator's responsibility for management during performance under this Agreement, the City will provide the Program Administrator with reasonable access to facilities (to the extent available) and timely access to data, information and personnel of the City.

V. EXPENSES AND PAYMENT

A. Agreement Amount and Rate Schedule

The Program Administrator shall perform the Program Services within the monetary limits defined by the agreement amount and the hourly blended rate provisions contained in Exhibit B, Rate Schedule. The Program Administrator understands that the program budget has been prepared based upon information submitted by the Program Administrator to the City during the Request for Proposals (RFP)

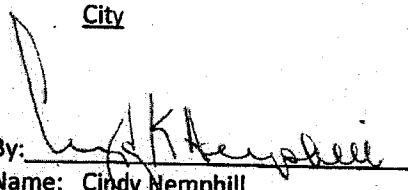
indirect cost allocation plan determining the appropriate Program Administrator share of administrative costs and shall submit such plan to the City for approval.

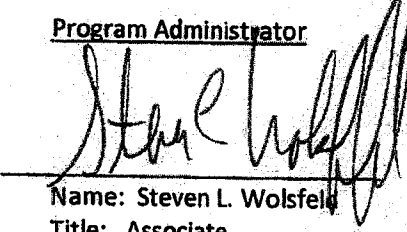
E. Repayment of Ineligible Payments

In the event the City or HUD determines through investigations and/or monitoring that any payment or reimbursement to Program Administrator is ineligible or disallowed as a result of Program Administrator's negligence, willful misconduct, or intentional fraud, and after all appeals have been exhausted to correct the deficiency, Program Administrator shall, immediately and without delay, fully reimburse the City, and City will reimburse HUD for disallowed or ineligible costs.

VI. NOTICES AND COORDINATION

Any communication concerning this Agreement shall be directed to the following representatives:

City
By: 
Name: Cindy Hemphill
Title: Finance Director

Program Administrator
By: 
Name: Steven L. Wolsfeld
Title: Associate

The Program Administrator shall coordinate with the City for all meetings and conference calls with HUD and any other local, state or federal agency or department concerning implementation of the Program. Additionally, the Program Administrator shall coordinate with the City on any correspondence including electronic mail with HUD, or any other local, state or federal agency or department concerning the implementation of the Program. As the grant recipient, the City should either initiate all correspondence with the funding and regulatory agencies or have signatory approval of all correspondence that the Program Administrator will forward to the various agencies on behalf of the City.

VII. SPECIAL CONDITIONS

The Program Administrator agrees to comply with the requirements of 24 C.F.R. Part 570 and all federal regulations and policies issued concerning the CDBG Disaster Recovery Program.

VIII. GENERAL CONDITIONS

A. Compliance

The Program Administrator shall comply with all applicable Federal, state and local laws and regulations governing the use of funds provided under this Agreement and governing the review and coordination of federally assisted programs and projects. Failure to adhere to these conditions or with any provision of this Agreement may result in the City taking one of the following actions: (1) declaring the Program

process, and that any changes to the agreement amount or the rate schedule will require the Program Administrator to submit a modified program budget to the City for review and approval. Program Administrator is authorized to incur pre-agreement costs.

B. Program Administrator's Compensation

For and in consideration of the Services rendered by the Program Administrator, and subject to the agreement amount and rate schedule provisions of Exhibit B, the City shall pay the Program Administrator for the services completed in the scope of the RFP up to a maximum agreement amount of \$3,656,825, which may only be increased by written amendment to this Agreement signed by both parties and approved by the City. Compensation for Program Administrator's Services shall be based on the all-inclusive Blended Hourly Rate of \$125.00 per hour, as further described in Exhibit B.

Program Administrator invoices shall be organized such that claimed compensation for services rendered is cross referenced to specific program work phases and tasks and shall be clearly identified in separate detailed listings of charges.

Program Administrator invoices shall be submitted to the City on a monthly basis. Invoices are due and payable upon receipt and approval of the City Council the first Monday of each month after receipt of the invoice by the City. If the City fails to make any payment for services and expenses due Program Administrator within thirty days after submission to the City Council of Program Administrator's invoice the amounts due will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day after submission to the City Council; and, in addition, Program Administrator may, after giving seven days' written notice to City, suspend services under this Agreement until Program Administrator has been paid in full all amounts due. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

The City agrees to pay Program Administrator all costs of collection, including, but not limited to, reasonable attorneys' fees, collection fees and court costs incurred by Program Administrator to collect properly due payments.

C. Payment Procedure

The City will reimburse the Program Administrator based upon information submitted by the Program Administrator and in compliance with the approved program budget and City policy concerning payments.

D. Payment for Eligible Expenses

The Program Administrator understands and agrees that the City shall reimburse the Program Administrator for only those costs associated with services that have been authorized by the City and costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement of HUD grant funds. No reimbursement shall be made for goods and services received by the Program Administrator as in-kind contributions from third parties for assistance to the Program. If indirect costs are charged, the Program Administrator shall develop an

Administrator ineligible to participate in future awards; (2) withholding funds; or (3) termination of this Agreement.

B. Indemnity

The Program Administrator covenants and agrees to indemnify, hold harmless the City and its officers, agents, servants and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, to the extent arising out of or in connection with the negligent execution, performance, attempted performance or nonperformance of this Agreement, and the Program Administrator hereby assumes all liability and responsibility of the City and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, to the extent arising out of or in connection with the negligent execution, performance, attempted performance or nonperformance of this Agreement.

C. Insurance

1. Public Liability Insurance

The Program Administrator shall furnish a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the City under the laws of the State of North Dakota. At present, such amounts are as follows:

Bodily injury or death, per person	\$250,000
Bodily injury or death, per single occurrence (3 or more persons)	\$500,000
Property damage, per single occurrence	\$250,000

The Program Administrator understands that such insurance amounts shall be revised upward at the City's option and that the Program Administrator shall revise such amounts within thirty (30) days following notice to the Program Administrator of such requirements.

2. Worker's Compensation Insurance

The Program Administrator also covenants and agrees to furnish the City with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by state law, covering any and all employees of the Program Administrator active in the Program funded under this Agreement, and the Program Administrator shall require any sub-Program Administrators to carry adequate Workers' Compensation Insurance in the amounts required by state law.

If the Program Administrator has obtained worker's compensation insurance coverage through self-insurance, such documentation of self-insurance shall be provided to the City prior to, or with the submission of, the first reimbursement request.

3. Documentation of Insurance Coverage

The Program Administrator shall submit to the City documentation that it has obtained insurance coverage as required by this Agreement within thirty (30) days of the execution of this Agreement and prior to payment of any monies hereunder.

D. Relocation, Acquisition and Displacement

The Program Administrator agrees to comply with 24 C.F.R. § 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Program Administrator shall comply with applicable City procedures and policies concerning displacement of individuals from their residences, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

E. Ownership of Documents, Copyright

All formal documents and data (not including drafts), produced under this Agreement are the property of the City. If this Agreement results in any copyrightable material, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the work. In addition, the City may authorize others to use the material.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Program Administrator shall adhere to standard, Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards and maintain necessary source documentation for all costs incurred under this Agreement.

Record-Keeping, Reports, and Audits

1. Records to be maintained

The Program Administrator shall maintain all records required by this Agreement, records required by 24 C.F.R. § 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Records providing a full description of each activity undertaken
- b. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- c. Records required determining the eligibility of activities
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- f. Financial standards, as required by 24 C.F.R. § 570.502; and

2. Nondiscrimination

The Program Administrator shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Program Administrator shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Program Administrator agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the Program Administrator setting forth the provisions of this nondiscrimination clause. The Program Administrator shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C.A. 1681 *et seq.*) which prohibits sex discrimination in federally assisted education programs.

B. Affirmative Action

1. Approved Plan

The Program Administrator agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in Presidential Executive Order 11246 of September 24, 1965. The City will provide Affirmative Action guidelines to the Program Administrator to assist in the formulation of such program, upon request. The Program Administrator shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, if applicable.

2. Women/Minority Business Enterprise

The Program Administrator shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Program Administrator may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

3. Notifications

The Program Administrator shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Program Administrator's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- g. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

2. Property Records

The Program Administrator shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. § 570.606. The Program Administrator shall ensure that any independent audit required hereunder includes a report on real property inventory as a supplemental schedule in the audit.

3. Retention

The Program Administrator shall retain all records pertinent to expenditures incurred under this Agreement per the State of North Dakota general Records Retention Schedule after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later.

4. Reports

The Program Administrator, at such times and in such forms as the City may require, shall furnish the City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

X. GENERAL REQUIREMENTS

A. Civil Rights

1. Compliance

The Program Administrator agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The Program Administrator agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The City will provide the Program Administrator with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

4. EEO/AA Statement

The Program Administrator shall, in all solicitations or advertisements for employees placed by or on behalf of the Program Administrator, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

5. Grievance

The Program Administrator shall establish and maintain written procedures to address grievances or complaints of employees or Program participants under this Agreement. The Program Administrator's written procedures should provide for employees or participants to contact Minot only after the complainant has exhausted the Program Administrator's internal procedures. The Program Administrator shall notify all employees and Program participants of its grievance procedure. Such notification must include the telephone number to reach Minot. The Program Administrator shall immediately notify Minot of all grievances or complaints received by the Program Administrator.

C. Labor Standards

1. Wages

The Program Administrator agrees to comply with the requirements of the Secretary of Labor issued in accordance with the provisions of Contract Work Hours and Safety Standards Act [40 U.S.C.A. 3701 *et seq.*, as amended], as supplemented by Department of Labor regulations; the Copeland "Anti-Kickback" Act [18 U.S.C.A. 874]; the Davis-Bacon Act [40 U.S.C.A. 3141 *et seq.*, as amended]; and all other applicable Federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. The Program Administrator shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation shall be made available to the City for review upon request. The Program Administrator shall also abide by Chapter 11 of Title 18 of the U.S. Code [18 U.S.C.A. 201 *et seq.*], which prohibits a number of criminal activities, including bribery, graft and conflict of interest.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the City must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

D. Prohibited Activity

The Program Administrator is prohibited from using CDBG funds or personnel employed in the administration of the Program for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

1. Hatch Act

The Program Administrator agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Religious Organization

The Program Administrator agrees that funds provided under this Agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 C.F.R. § 570.200.

E. False Claims

The Program Administrator shall abide by 18 U.S.C.A. 286, which provides for conspiracy to defraud the Federal Government with Respect to Claims. In addition, the Program Administrator shall also abide by the False Claims Act (31 U.S.C.A. 3729 *et seq.*); 18 U.S.C.A. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C.A. 245, as amended, relating to Federally Protected Activities; 18 U.S.C.A. 1001, as amended, regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C.A. 3801 *et seq.*); the Federal Claims Collection Act of 1966 (31 U.S.C.A. 3701, 3711, 3716 to 3718), as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C.A. 3702); the Tucker Act (28 U.S.C.A. 1346, 1491 and 2501 *et seq.*); the Wunderlich Act (41 U.S.C.A. 321-322); the Anti-Deficiency Act (31 U.S.C.A. 1341 *et seq.*); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

F. "Section 3" Clause

1. Compliance

The Program Administrator agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders. The Program Administrator understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the City, the Program Administrator and any sub-Program Administrators. Failure to comply with these requirements shall subject the City, the Program Administrator and any sub-Program Administrators, their successors and assigns, to those sanctions specified by the Agreement

supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

The Program Administrator shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

H. Patents

The Contractor/Subcontract shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the City of Minot, unless otherwise specifically stipulated in the Contract Document.

License or Royalty Fees: License and/or Royalty Fees for the use of a process which is mandated or specifically required by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor/Subcontractor.

If the Contractor/Subcontractor uses any design device or materials covered by letters, patent or copyright, he shall provide for sue use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in anyway involved in the work. The Contractor/Subcontractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

I. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

J. Personnel

The Contractor/Subcontract represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract/Subcontract. Such personnel shall not be employees of or having any contractual relationship with the Owner.

through which federal assistance is provided, and as set out in 24 C.F.R. Part 135, Subpart D. The Program Administrator agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Program Administrator shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

2. Notifications

The Program Administrator shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

The Program Administrator shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the sub-Program Administrator is in violation of regulations issued by the City. The Program Administrator will not subcontract with any sub-Program Administrator where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the sub-Program Administrator has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

G. Subcontracts

1. Approvals

The Program Administrator may not subcontract any of its duties or obligations under this Agreement without the express written consent of the City, unless such subcontracts were expressly disclosed and included as a part of the Program Administrator's original Proposal. Any request for the right to use a subcontractor that was not disclosed in the Program Administrator's Proposal shall include the name and address of the subcontractor and a copy of the proposed subcontract. The City shall have the right to require changes or additions to the subcontract as a condition of granting permission to use a subcontractor.

2. Monitoring

The Program Administrator shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and

All the services required hereunder will be performed by the Contractor/Subcontractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

K. Interest of Contractor/Subcontractor

The Contractor/Subcontractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

L. Compliance with the Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Program Administrator agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C.A. 7401 *et seq.*
- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, *et seq.*, 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 *et seq.*, as amended)
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

B. Flood Disaster Protection

The Program Administrator shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

The Program Administrator agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. § 570.608 and 24 C.F.R. Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties

constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children less than 7 years of age.

D. Historic Preservation

The Program Administrator shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C.A. 470) and the procedures set forth in 36 C.F.R. Part 800, "Protection of Historic Properties," insofar as they apply to the performance of this Agreement. In general this requires approval from the North Dakota Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

E. Wildlife Protection

The Program Administrator agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 C.F.R. § 17.11 and 50 C.F.R. Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 *et seq.*, as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 *et seq.*); Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 *et seq.*); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f *et seq.*, as amended), insofar as they apply to the performance of this Agreement.

XII. SUCCESSORS, ASSIGNMENTS AND AMENDMENTS

A. Successors and Assignments

The City and the Project Administrator bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor the Program Administrator shall assign, sublet or transfer its or his interest in this Agreement without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

B. Amendments

The City or the Program Administrator may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the Program Administrator from its obligations under this Agreement.

Additionally, the City may, at its discretion, amend this Agreement to conform with federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of activities to be

undertaken as part of this Agreement, such modifications will be affected only by written Amendment signed by both the City and the Program Administrator.

C. PUBLIC CONTACT

Contact with the news media, citizens of the City or governmental agencies shall be the responsibility of the City. The City may engage the Program Administrator in Program outreach efforts to facilitate the development and implementation of the Program.

XIII. TERMINATION OR SUSPENSION OF CONTRACT

A. Automatic Termination

This Agreement automatically terminates at the end of the time of performance as specified in Section III., "Time of Performance," of this Agreement.

B. Termination Without Cause

The City may terminate this Agreement at any time by giving at least sixty (60) days prior written notice to the Program Administrator. The Program Administrator shall be entitled to payment for Services performed up to the date of termination contained within the notice, to the extent that the Services have been satisfactorily performed and are otherwise reimbursable under this Agreement. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Program Administrator under this Agreement shall become the property of the City, and the Program Administrator shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination, unless HUD has determined through monitoring and/or investigative practices, that the Program Administrator is not entitled to such compensation.

C. Termination With Cause


The City may terminate this Agreement for cause, in whole or in part, if the Program Administrator fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Program Administrator ineligible for any further participation in City CDBG Disaster Agreements, in addition to other remedies as provided by law, provided that the City gives the Program Administrator written notice specifying the Program Administrator's failure and an opportunity to correct such failure. If within thirty (30) days after receipt of such notice the Program Administrator has not corrected such failure or, in the case of failure which cannot be corrected within thirty (30) days, begun in good faith to correct failure and thereafter proceeds diligently to complete such corrections, then the City may, at its option, place the Program Administrator in default and the Agreement shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation will constitute a default and may cause cancellation of the Agreement. However, the Program Administrator shall be paid for all authorized Services properly performed prior to cancellation. Further, if the City has cause to believe that the Program Administrator is in noncompliance with this Agreement or any applicable rules and regulations, the City may withhold up to

XVII. INCORPORATION OF EXHIBITS

The following documents are a part of this Agreement:

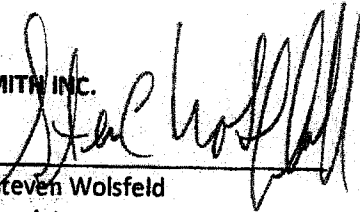
Exhibit A	Scope of Services
Exhibit B	Rate Schedule

CITY OF MINOT

By: 
Name: Curt Zimbelman
Title: Mayor

Date Signed: May 6, 2013

CDM SMITH INC.

By: 
Name: Steven Wolsfeld
Title: Associate

Date Signed: May 6, 2013

five (5) percent of said Agreement funds until such time as the Program Administrator is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

D. Partial Terminations

Partial terminations of the Scope of Services described in Exhibit A may only be undertaken with the prior approval of the City.

E. Breach of the Agreement

Termination of this Agreement shall not relieve the Program Administrator of liability for any breach of this Agreement that occurs prior to such termination or expiration.

F. Close-out

The Program Administrator's obligation to the City shall not end until all closeout requirements are completed to the satisfaction of City (Unless the time period in section IV has concluded and no extension has been granted). Activities during this close-out period shall include, but are not limited to, making final payments, disposing of Program assets, including the return to the City of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable, and determining the custodianship of records.

XIV. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

XV. NO THIRD PARTY BENEFICIARIES

It is specifically agreed and understood that this is an agreement between the City and the Program Administrator and that there are no third party beneficiaries who may assert any rights against either City or Program Administrator under this Agreement.

XVI. AGREEMENT REQUIREMENTS

Notwithstanding any provision of this Agreement, the Program Administrator is required to comply with only the Federal, state, and local regulations applicable to the specific federally assisted program associated with this Agreement.

EXHIBIT A
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
MINOT CDBG-DR ALLOCATION #2

SCOPE OF SERVICES

Phase 1: Start up and Program Design Assistance (Month 1-2)

Program Administrator shall assist the City in developing the mechanisms necessary for implementation of a CDBG Disaster Program, including but not limited to the following:

- a. Complete the City's Action Plan and other required documentation for Disaster Recovery in accordance with the established HUD Disaster Regulations. Design and develop required program Policies and Procedures for implementation of the programs and projects as described in the Action Plan.
- b. Establish a data management system (DMS) based on requirements of the proposed programs.
- c. Secure necessary personnel, equipment, and telecommunications services to be able to take applications by mail, in-person and over the phone.
- d. Make ready all paper forms and paper filing capacity for physical recordkeeping, including the development of necessary procedures and forms for obtaining privacy releases, both in person and from applicants who live in remote locations.
- e. Develop presentation materials and conduct technical assistance meetings in different locations throughout the City to educate potential applicants, contractors, subcontractors and other critical target groups on the details of the eligible programs.
- f. Make available senior managers of the Program Administrator's firm for meetings with state and/or federal officials, and other necessary external meetings, each instance of which must be approved by the City.
- g. As necessary, assist the City in signing memorandums of understanding in coordination with the City and all relevant partners (FEMA, SBA, BND, and other similar state and federal agencies) to facilitate the transmission of necessary data required for program implementation.

EXHIBIT A
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
MINOT CDBG-DR ALLOCATION #2

SCOPE OF SERVICES

Phase 2: Full-scale operations (Months 3-22)

The scope of services includes grant administration services and project delivery services for Minot's CDBG-Disaster Recovery Program, as described below. Services shall include: compliance with all required reporting, tracking overall grant progress in compliance with CDBG program guidelines, providing technical assistance when necessary, preparation of amendments, coordination with City committees, financial management, and other grant-required administration tasks requested by the City and/or funding agency. Programs include:

1. Homeowner Reimbursement Program
2. Homeowner Incentive Program
3. Housing Rehabilitation and/or Reconstruction Program
4. Housing Acquisition/Buy-Out Program
5. Public Infrastructure – Public Infrastructure Program
6. Small Rental Program
7. Economic Development Program

Project Delivery Services shall include, but not be limited to: conducting environmental review based on selected activities, preparing and reviewing program policies and procedures, determining eligibility of requested City of Minot Disaster Relief Projects, homeowner applications, housing work write-ups, contractor verification, assisting in development of bid packages, overseeing bidding process, conducting weekly CDBG related progress inspections, compliance with Davis-Bacon requirements, working with project engineers, if required, and other activity related tasks required to complete the Program.

Specifically, the City requests the following services to be provided:

- Program Management processes and tools for organizing and managing CDBG-DR programs and funds. Establishment and training on best practices related to Program Management
- Establishment of Program charters, timelines, goals, metrics and deliverables
- Document control and management
- Action Plan and program development and support
- Policy development and review
- Support of program and financial compliance requirements
- Support on communication strategy
- Support of monitoring plans and execution
- Support of program operations as required
- Assist City public relations firm with City,, Congressional, and State Government office reporting

EXHIBIT A
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
MINOT CDBG-DR ALLOCATION #2

SCOPE OF SERVICES

Information Management

- Each applicant will be assigned a unique applicant identification which will remain with them from intake to file closeout
- CDM Smith utilizes SalesForce which can track all aspects of the reimbursement process and provide stakeholders progress reports.

Close-out

After reimbursement has been made the case will be closed. A final review will be made of the file to ensure all supporting documentation required to show compliance with federal regulation and the program policies is in the file.

2. Homeowner Incentive Program

CDM Smith will provide a comprehensive housing incentive program for up to 30 homes. Incentive assistance will be offered to those homeowners who were eligible for the buy-out program and elect to move into the City's new development area. Services to be implemented include:

- environmental Review
- homeowner outreach
- homeowner eligibility determinations
- working with lenders to educate them on the program
- assisting the City to develop appropriate program documents
- assisting title companies
- disbursement of funding
- project close-out

3. Housing Rehabilitation and/or Reconstruction Program

CDM Smith will provide a comprehensive program for up to 125 single family homes. Services to be implemented are listed in the grant proposal and include:

- community and applicant informational workshops
- application intake
- eligibility determination
- third party verification
- assessment and verification of duplication of benefits
- file documentation
- damage assessments
- environmental clearance
- award calculations and allocations
- development of RFP's or RFQ's for contractors

EXHIBIT A
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
MINOT CDBG-DR ALLOCATION #2

SCOPE OF SERVICES

All programs listed below will be designed to meet the City's Program Policies.

1. Homeowner Reimbursement Program

Program Development

Proper controls will be built into the program policies and procedures to ensure a compliant program. Some of the items that need to be determined include but not limited to:

- Environmental clearances
 - CDM Smith will employ the use of categorical exclusion to clear as many houses as possible and maximize reimbursement funding to homeowners
 - CDM Smith will also work with HUD to utilize reimbursement funds to remediate homes with environmental issues (asbestos, LBP) prior to actual housing reimbursement for homeowners
- Maximum and Minimum Grant Amount
- Time restrictions on the sale of the property
- Applicants (homeowners and or landlords)
- Eligibility Requirements
- Priorities for selection (low to moderate income, elderly, disabled, etc.)
- Type of documentation of repairs to be accepted by the program
- Controls

Program Delivery

- Develop Policies and Procedures for program delivery
- Develop a Unit Price Reference Guide to ensure cost reasonableness of repairs
- Develop Application Packages and Outreach Materials
- Process Applications for Eligibility, Duplication of Benefits and Cost Reasonableness of Completed Repairs
- Site Visit to Home to Verify Work Done
- Process Draw for Reimbursement

EXHIBIT A
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
MINOT CDBG-DR ALLOCATION #2

SCOPE OF SERVICES

2. An estimate of the number of comparable available dwellings that are expected to be available to fill the needs of the households to be displaced.
3. An estimate of the number, type and size of the businesses, farms, and nonprofit organizations to be displaced and the approximate number of employees that may be affected. (49 CFR 24.205(a)(3))
4. An estimate of the availability of suitable replacement business sites.
5. Consideration of any special circumstances or relocation advisory assistance which may be needed.

The Relocation Plan will begin with contacting each occupant. During this initial contact, an interview will be conducted to determine the occupant's relocation needs and to identify potential relocation issues. At the time of the interview a relocation questionnaire is completed and important data is gathered for use in determining eligibility and computing relocation benefits.

At this meeting the Relocation Specialists also provides the occupants with a written general information notice on the relocation process including potential benefits and eligibility requirements. (49 CFR 24.203(a) General information notice)

This notice will include at least the following:

1. Add 24.203 (a)(1) –(5)

Using the data gathered from the questionnaires, research is then conducted to address the needs of those being displaced. A major issue addressed in the Relocation Plan is that adequate replacement properties are available for those being displaced. The plan will also address and provide suggested solutions to any unique problems.

All of this information is then provided in the form of a report which is then used as a guide to how the relocation project will proceed.

The exact number and type of relocations will also be further refined in the Relocation Plan.

4.1.2 Residential Relocation Services

Eligibility for relocation assistance shall begin on the date of a notice of intent to acquire or at the initiation of negotiations, whichever occurs first. Promptly after the initiation of negotiations, those eligible for relocation assistance will be notified in writing of their eligibility for applicable relocation assistance.

For residential displacements the notice shall include information on at least one and preferably three or more comparable replacement dwellings. These comparable dwellings will also be used in determining the maximum replacement housing payment for which the occupant may qualify.

Owner-occupants can receive up to four residential relocation benefits:

*Replacement Housing Payment

*Costs Incidental to the Purchase of a Replacement Property

EXHIBIT A
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
MINOT CDBG-DR ALLOCATION #2

SCOPE OF SERVICES

- CDM Smith will furnish all Semi-Annual Labor Standards Enforcement Reports (SALSER) required by HUD each April and October and any Labor Standards Enforcement Reports as needed.
- Weekly contractor and subcontractor payrolls
- Employee interview forms
- Payroll review sheet for each payroll
- Corrective actions for any wage underpayments or overtime violations
- Section 3 new hire forms
- Pictures of posted wage rates and Equal Opportunity posters
- Change orders
- Insection reports
- Semi-Annual Labor Standards Reports and the Final Wage Compliance Reports
- Maintain hard files containing documentation to support compliance for the following:
 - Bid Advertisements
 - Addendums
 - Compliant bid documents that include all CDBG-DR requirements
 - Copies of bids received including completed checklists for completeness of each bid received
 - Written affirmation that contractor is not on the federal debarment list
 - Minutes from bid opening
 - Tabulation of bids
 - Bid award
 - Executed contract
 - Pre-construction conference minutes
 - Copies of completed Section 3 plans with tables A and B from contractor and subcontractors
 - Completed certifications from prime contractors and subcontractors for Section 3 and segregated facilities

6. Small Rental Program

CDM Smith will provide a comprehensive small rental program for up to 75 units. Landlords will be offered financial assistance in accordance with the approved Program policies. Services to be implemented include:

- environmental review
- landlord outreach
- landlord eligibility determinations
- working with lenders to educate them on the program
- assisting the City to develop appropriate program documents
- assisting title companies
- disbursement of funding
- project close-out

EXHIBIT A
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
MINOT CDBG-DR ALLOCATION #2

SCOPE OF SERVICES

When delivering an offer of relocation benefits, the Relocation Specialist will also deliver an advisory 90-day notice to vacate. This notice advises the occupant that they will have at least 90 days from that particular date before they are required to move from the acquired site. At the time the City acquires the site, the Relocation Specialist will send the occupants a final 30-day notice to vacate. This notice must give the occupants at least 30 additional days to remain in possession of the site. The final vacate date cannot be less than 90 days from the date the occupant received the original 90-day advisory notice.

The displacees have one year from the date they vacate the acquired property to meet the qualification criteria for receiving relocation benefits. Displaced persons are also allowed an additional six months to claim benefits beyond the one year qualification time frame. The Relocation Specialist will provide services as needed to ensure all displaced persons receive relocation advisory services throughout the 18 month period that extend beyond the vacate date.

Relocation claims will be reviewed by another Relocation Specialist or manager prior to submittal for payment. This is part of the QA/QC process on the project. When the relocation process is complete, the City will be provided a completed file containing all of the relocation contact logs, reports and claims.

Relocation activities shall be coordinated with project work and other displacement-causing activities to ensure that, to the extent feasible, persons displaced received consistent treatment and the duplication of functions is minimized.

5. Infrastructure Program

CDM Smith will assist the City in the planning and setting up of the City's selected infrastructure projects for up to 5 projects. CDM Smith will gather the necessary data and information to determine CDBG-DR eligibility and conformance to one of the three national objectives. For infrastructure projects that were not directly impacted or damaged by the floods, CDM Smith will work with the City and HUD to allow the project as an eligible disaster project under "economic revitalization." Once projects are approved by Minot and approved in the HUD Action Plan, CDM Smith will:

- Complete the required environmental review
- Set up the projects into HUD's DRGR system. Eligibility, national objective, beneficiary, ethnic characteristics, income levels of beneficiaries, financial information, etc., will be put entered the system.
- Coordinate and assist the City in Developing RFQ's for engineering services
- Coordinate with selected engineer(s) to assure appropriate CDBG clauses are incorporated into construction bids and construction award documents
- Conduct a preconstruction conference for each selected contractor
- Verify that the construction of the projects is in compliance with CDBG-DR Program requirements and assure that the projects are the same as awarded
- Oversee compliance with Davis Bacon including:

EXHIBIT A
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
MINOT CDBG-DR ALLOCATION #2

SCOPE OF SERVICES

- *Interest Differential
- *Moving Costs

Tenants can be eligible for the following relocation benefits

- *Rental Supplement Payment

Or

Down Payment and Costs Incident to Purchase

- *Moving

The replacement housing payment or rental supplement payment will be determined for each dwelling unit. After obtaining the City's approval for the payment, the Relocation Specialist will meet in person with the occupants and present the payment in writing. At this meeting, the benefits, the eligibility requirements and the time frames will be explained.

The occupants will be assisted in locating replacement dwellings as well as filing claims for relocation benefits. In addition the Relocation Specialist will provide Advisory Assistance including providing information on financing, pros and cons of buying versus renting and pitfalls of which they need to be aware.

4.1.3 Landlord Re-Establishment

Persons who own real estate, being acquired for the project, which they lease to others, may be eligible to receive a payment not to exceed \$10,000 to assist them in re-establishing a replacement rental property.

Each owner who falls into the category will be met with to determine eligibility. If it is determined the real estate owner may qualify for the payment, detailed information will be provided, as to the requirements to receive the payment and assist the owner in claiming benefits.

4.1.4 Personal Property Move

There may be certain instances where a person may not occupy the real estate but has personal property that needs to be moved due to the project. These persons are eligible for the payment of the actual, reasonable and necessary costs to move that personal property.

The Relocation Specialist will work the owner of the personal property to explain their potential eligibility, their responsibilities and time frames for completing the move.

4.1.5 General Relocation Duties

The Relocation Specialist will assist the occupants as needed in the completion of all paperwork necessary to claim relocation benefits and documentation necessary to support such claims.

EXHIBIT A
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
MINOT CDBG-DR ALLOCATION #2

SCOPE OF SERVICES

- development for the solicitation for the procurement of contractors
- scoring and recommendations for selected contractors
- contractor progress review services to be limited to pay point inspections, and onsite progress inspections, once per week. The scope of services assumes that the City will complete code inspections.
- payment processing

4. Housing Buyout Program

CDM Smith will provide a comprehensive housing buyout program for up to 250 homes. Services to be implemented include:

- community and applicant informational workshops
- application intake
- eligibility determination
- third-party verification
- assessment and verification of duplication of benefits
- environmental reviews
- file documentation
- appraisals
- title work
- award calculations and allocations
- assistance with the procurement of contractors for demolition
- payment processing
- development of RFP's for demolition contractors
- CDBG-DR program requirement related compliance oversight of the demolition contractors

4.1 Relocation Services for Involuntary Buyout Program

All services are to be provided in accordance with 49 CFR Part 24 Uniform Relocation Assistance and Real Property Act Acquisition for Federal and Federally-Assisted Programs Act also known as the Uniform Act.

Relocation services will be provided for up to one hundred and fifty (150) homes.

4.1.1 Relocation Plan

A relocation plan will be developed to recognize potential problems associated with the displacement of those affected by the project and to develop solutions to minimize the adverse impacts of the displacement.

Preparation of the plan will include a relocation study that will include the following:

1. An estimate of the number of households to be displaced, including detailed information on each household.

EXHIBIT A
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
MINOT CDBG-DR ALLOCATION #2

SCOPE OF SERVICES

7. Economic Development Program

CDM Smith team members will meet with City officials to determine the types of economic development activities the City wishes to fund. The following are a few of the types of eligible and fundable activities:

- Direct loans/grants to for-profit businesses
- Loan interest supplements to for-profit businesses
- Loan guarantees
- Business incubators
- Public infrastructure to assist businesses

Based upon economic development activities that the City wishes to fund, CDM Smith will prepare the program guidelines for the activity with input from the City staff for up to two (2) individual economic development programs. Policies will be dependent upon such decisions as to whether the program will be competitive; first-come, first-serve; ceiling amounts for the grant/loans; cost per job created or retained; disaster impact or economic revitalization, etc. Once policy decisions have been made, the documents necessary to implement the approved activity will be created. For example, if assistance is determined to be loans/grants for for-profit businesses, application forms will be developed that capture the information to determine national objective and to perform the underwriting required by HUD regulations. For any of the above activities, CDM Smith upon approval of the activity by the City will deliver written program policies, guidelines and application forms. It is anticipated that no more than 5% of the City's total allocation will go into economic development activities. Services include:

- a. Take applications from applicants; verify eligibility, calculate assistance amounts, and recommend awards.
- b. Provide applicants with technical assistance.
- c. Review work write ups on eligible projects and verify the amounts of assistance due to projects, prepare all documents related to the commitment and disbursement;
- d. Process commitment letters and process invoices for assistance for eligible applicants. Prepare form of agreement for housing rehabilitation between the homeowner and the contractor. The scope of services assumes the City will perform disbursement to the contractors.
 - i. Develop a mediation process to resolve disputes between vendors participating in the program and City.
 - ii. Provide the City with regular activity, financial and progress reports as required to support billing for services and preparation of reports for City's monitoring agencies and HUD.

EXHIBIT B
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
MINOT CDBG-DR ALLOCATION #2

RATE SCHEDULE

Blended Hourly Rate and Maximum Agreement Amount

CDM Smith has provided a "Blended Hourly Rate" based on the estimated labor effort, associated individual labor rate, and applicant associated costs and expenses identified in Section 6 of the CDM Smith CDBG-DR Proposal dated May 2, 2013. The Blended Hourly Rate shall be the sole means of compensation for professional services performed by CDM Smith and will be reimbursed based on the actual number of labor hours devoted to the City's Program multiplied by the blended rate, up to a maximum agreement amount of \$3,656,825.

The CDM Smith original proposal was based on estimated projects and time and materials needed to complete the anticipated programs. This contract contains additional programs that were not originally listed in the RFP. The blended hourly rate is based on 29,254.60 labor hours. If implementing the additional programs causes the labor hours to be exceeded, both parties must mutually agree to any increase in overall contract amount.

The agreed blended hourly rate for the Minot CDBG-DR program is \$125.00 per hour.

Labor and Expenses Included in the Blended Hourly Rate

The expenses included in the Blended Hourly Rate include the following services relating to the public infrastructure, housing and economic development programs; all are identified in Exhibit A:

- CDM Smith and Subconsultant Labor
- Lead Assessment
- Damage Assessment
- 3rd Party Verification
- CREDCO
- Environmental Review
- Escrow Services
- Legal
- Office Space/Equipment
- Title Search and Examination
- Title Insurance
- Closings
- Other Direct Costs related to program office set up and operation; including printers, phones, copiers and other related expenses
- Appraisals
- Staff Travel

*The following costs will be assigned to the contractor during the bidding process and are not part of the CDM Smith blended hourly rate.

- Lead Clearance *
- Asbestos Surveys *
- Asbestos Clearance *



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
One Federal Street
Boston MA 02110 USA

CONTACT

PHONE
(A/C No. Ext): (866) 283-7122 FAX
(A/C No.): 800-363-0105
E-MAIL
ADDRESS:

INSURED
CDM Smith Inc.
ONE CAMBRIDGE PLACE
50 HAMPSHIRE STREET
CAMBRIDGE MA 021390000 USA

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Ins Co 16535
INSURER B: Lloyd's Syndicate No. 2623 AA128623
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570052211639

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GLO837663218	01/01/2014	01/01/2015	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		SIR applies per policy terms & conditions			EACH OCCURRENCE \$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PERSONAL & ADV INJURY \$2,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					GENERAL AGGREGATE \$4,000,000
						PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY		BAP 8376631-18	01/01/2014	01/01/2015	
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)
						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE
	DED <input type="checkbox"/> RETENTION					AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC837663319	01/01/2014	01/01/2015	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$1,000,000
B	Archit&Eng Prof		QC1401367	01/01/2014	01/01/2015	E.L. DISEASE-EA EMPLOYEE \$1,000,000
			SIR applies per policy terms & conditions			E.L. DISEASE-POLICY LIMIT \$1,000,000
						each claim \$1,000,000
						aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: COBG-DR Program Management Consulting Services.

The City of Minot, ND is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

City of Minot, ND
Attn: Cindy Hemphill, Finance Director
512 2nd Avenue SW
Minot ND 58710 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570052211639

EXHIBIT A
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
MINOT CDBG-DR ALLOCATION #2

SCOPE OF SERVICES

Phase 3: Close-out (Months 18-24)

The Program Administrator shall provide the following services in Phase 3 including, but not limited to, the following items:

- Provide final reports on activities, accomplishments and financials
- Close out files for all applications and closed transactions
- Provide all other documentation and certifications required by the contract and terms of the federal funding.

*Homeowner
Sentry
Allocation*

**AMENDMENT NO: 1
TO AGREEMENT
BETWEEN
CITY OF MINOT AND PROGRAM ADMINISTRATOR**

This Amendment No: 1 is made and entered into this 2nd day of June, 2014 to the Agreement between CDM Smith Inc. (CDM Smith) ("Program Administrator") and City of Minot ("OWNER") dated May 6, 2013, ("the Agreement").

WHEREAS, PROGRAM ADMINISTRATOR and OWNER entered into the Agreement for Community Development Block Grant Disaster Recovery Management Services for Minot CDBG-DR Allocation #2, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of PROGRAM ADMINISTRATOR as described in the Agreement are amended and supplemented as follows:

Task 1: Continued execution of the Homeowner Reimbursement Program (HRP) for up to 1051 applicants. Refer to scope of services provided in Attachment #1 to this amendment.

Task 2: A Class III Architectural Survey relating to home acquisition program to meet SHPO requirements. Refer to scope of services provided in Attachment #1 to this amendment.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

Responsibilities of the OWNER are as outlined in the original contract or as modified in Attachment #1 to this amendment.

3. The time periods for the performance of PROGRAM ADMINISTRATOR's services as set forth in the Agreement are amended and supplemented as follows:

No change in contract end date. Contract end date remains May 6, 2015.

4. The payment for services rendered by PROGRAM ADMINISTRATOR shall be as set forth below:

The current contract amount is \$3,656,825 and is hereby increased by \$847,380 to a new not to exceed contract upper limit of \$4,504,205 as summarized in Attachment #2 to this amendment.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.



Program Administrator

Steven L. Wolsfeld

Associate

DATE: June 2, 2014



City of Minot

Curt Zimbelman

Mayor

DATE: June 2, 2014

City of Minot, ND

**Community Development Block Grant Disaster Recovery
Management Services-Allocation #2**

Amendment No. 1 - Attachment No.1

Scope of Services

CDM Smith

June 2 , 2014

The work tasks included under Amendment No. 1 include:

- **Task 1: Program delivery services for the Housing Reimbursement Program (HRP) for an additional 551 applicants**
- **Task 2: A Class III Architectural Survey relating to home acquisition program to meet SHPO requirements**

Task 1.1: HRP Project Management & Administrative Services

CDM Smith will provide project management and administrative services to service the program. Services include:

- Project Management processes and tools for organizing and managing the HRP program.
- Establishment of HRP program charters, timelines, goals, metrics and deliverables.
- HRP Program document control and management.
- HRP Program development and support.
- HRP Program policy development and review.
- Support of HRP program and financial compliance requirements.
- Support on HRP program communication strategy.
- Support of HRP program monitoring plans and execution.
- Support of HRP program operations as required.

Task 1.2 Homeowner Reimbursement Program Delivery

Program delivery activities for the homeowner reimbursement program (HRP) will continue for an additional 551 applicants. The program will include services to process up to 1051 total applications received under the HRP program.

Scope of services includes:

- **Program Controls:** Proper controls will be built into the program policies and procedures to ensure a HUD CDBG compliant program. Some of the items that need to be determined include but not limited to:
- **Environmental clearances**
 - CDM Smith will employ the use of categorical exclusion to clear as many houses as possible and maximize reimbursement funding to homeowners
 - CDM Smith will also work with HUD to utilize reimbursement funds to remediate homes with environmental issues (asbestos, LBP) prior to actual housing reimbursement for homeowners
- **Maximum and Minimum Grant Amount**
- **Time restrictions on the sale of the property**
- **Homeowner application processing (homeowners)**
- **Eligibility Determination**
- **Duplication of benefits determination**
- **Type of documentation of repairs to be accepted by the program**

Program Delivery

- **Develop Policies and Procedures for program delivery**
- **Develop a Unit Price Reference Guide to ensure cost reasonableness of repairs**
- **Develop Application Packages and Outreach Materials, as required**
- **Process Applications for Eligibility, Duplication of Benefits and Cost Reasonableness of Completed Repairs**
- **Site Visit to Home to Verify Work Completed**
- **Process Draw for Reimbursement**

Information Management

- **Each applicant will be assigned a unique applicant identification which will remain with them from intake to file closeout**

- CDM Smith utilizes Salesforce which can track all aspects of the reimbursement process and provide stakeholders progress reports.

Close-out

After reimbursement has been made the case will be closed. A final review will be made of the file to ensure all supporting documentation required to show compliance with federal regulation and the program policies is in the file.

Task 2.1 Class III Architectural Survey

This task includes completion of a Class III architectural survey, which consists of a systematic inventory that gives a detailed history of each property in historic districts that may be eligible for listing in the National Register of Historic Places and/or the ND State Historic Sites Registry. The survey will involve background research, cultural resources identification and inventory, and reports (cultural resource survey report and archaeological site forms).

Task 2.1.1 Homes Related to Acquisitions:

The sites highlighted below are ones where SHPO determined that they'd only be able to issue a No Adverse Effect determination (if then) following the completion of a Class III Architectural Survey.

1 6th St NW
100 4th Ave NW
103 4th Ave NW
105 5th St NW
511 1st Ave NW
540 Central Ave W Unit 1
540 Central Ave W Unit 2A
540 Central Ave W Unit 2B
6 6th St NW
9 5th St NW

Amendment No. 1 - Attachment No. 2

City of Miami
CDBG DR Program Allocation #2
Housing Reimbursement Program

Estimate of Fees
6/2/2014

Task #	Task Description	Blended Rate	Principal/Technical Experts	Project Manager	Construction Inspection	Case Managers	Admin.	Subconsultant	Total Hours	Cost
Task 1.1	Project Management & Administration	\$ 125	220	440	0	0	120		780	\$ 97,500
Task 1.2	Program Delivery Services	\$ 125	220	0	880	4200	120		5420	\$ 677,500
Task 2.1	Class III Architectural Survey	\$ 125						\$ 96,360		\$ 72,360
	Total		440	440	880	4,200	240		6,200	\$ 847,360

**AMENDMENT NO: 2
TO AGREEMENT
BETWEEN
CITY OF MINOT AND PROGRAM ADMINISTRATOR**

This Amendment No: 2 is made and entered into this 4th day of May, 2015 to the Agreement between CDM Smith Inc. (CDM Smith) ("Program Administrator") and City of Minot ("OWNER") dated May 6, 2013, ("the Agreement").

WHEREAS, PROGRAM ADMINISTRATOR and OWNER entered into the Agreement for Community Development Block Grant Disaster Recovery Management Services for Minot CDBG-DR Allocation #2, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of PROGRAM ADMINISTRATOR as described in the Agreement are amended and supplemented as follows:

No modifications to the scope of services.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

No modifications to responsibilities of the OWNER.

3. The time periods for the performance of PROGRAM ADMINISTRATOR's services as set forth in the Agreement are amended and supplemented as follows:

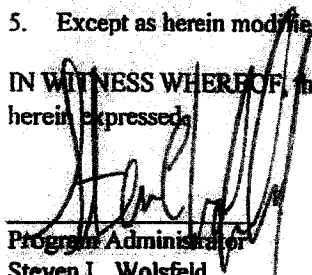
The contract end date is extended to June 5, 2015.

4. The payment for services rendered by PROGRAM ADMINISTRATOR shall be as set forth below:

No modifications to the contract upper limit. The contract amount remains \$4,504,205.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.


Program Administrator
Steven L. Wolsfeld
Vice President
DATE: May 4, 2015

**AMENDMENT NO: 3
TO AGREEMENT
BETWEEN
CITY OF MINOT AND PROGRAM ADMINISTRATOR**

This Amendment No: 3 is made and entered into this 1st day of June, 2015 to the Agreement between CDM Smith Inc. (CDM Smith) ("Program Administrator") and City of Minot ("OWNER") dated May 6, 2013, ("the Agreement").

WHEREAS, PROGRAM ADMINISTRATOR and OWNER entered into the Agreement for Community Development Block Grant Disaster Recovery Management Services for Minot CDBG-DR Allocation #2, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of PROGRAM ADMINISTRATOR as described in the Agreement are amended and supplemented as follows:

Refer to Scope of Services provided in Attachment #1 to this amendment.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

Responsibilities of the OWNER are as outlined in the original contract or as modified in Attachment #1 to this amendment.

3. The time periods for the performance of PROGRAM ADMINISTRATOR's services as set forth in the Agreement are amended and supplemented as follows:

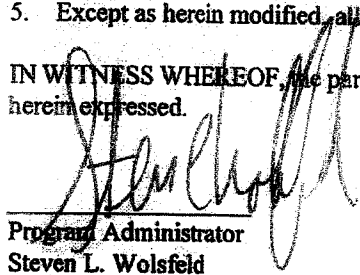
The contract end date is extended from June 5, 2015 to June 30, 2016.

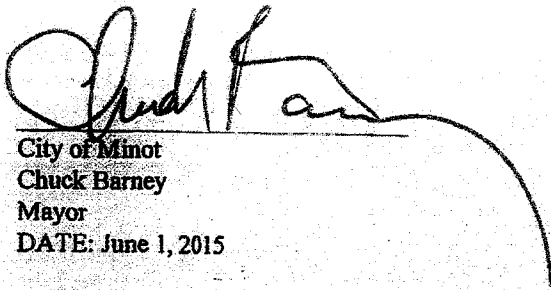
4. The payment for services rendered by PROGRAM ADMINISTRATOR shall be as set forth below:

The current contract amount is \$4,504,205 and is hereby increased by \$1,567,500 to a new not to exceed contract upper limit of \$6,071,705 as summarized in Attachment #2 to this amendment.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.


Program Administrator
Steven L. Wolsfeld
Vice President
DATE: June 1, 2015



City of Minot
Chuck Barney
Mayor
DATE: June 1, 2015

City of Minot, ND

**Community Development Block Grant Disaster Recovery
Management Services-Allocation #2**

Amendment No. 2 - Attachment No.1

Scope of Services

CDM Smith

June 1, 2015

Task 1: Project Management and Administration Services

The scope of services includes general grant administration services and project delivery services for Minot's CDBG-Disaster Recovery Program, as described below. Services shall include: implementation in compliance with all required reporting, tracking overall grant progress in compliance with CDBG program guidelines, providing technical assistance when necessary, preparation of amendments, coordination with City committees and other grant-required administration tasks requested by the City and/or funding agency.

- Portfolio Management processes and tools for organizing and managing CDBG-DR programs and funds.
- Establishment and training on best practices related to Program Management.
- Document control and management.
- Action Plan and program development and support.
- Policy development and review.
- Support of program and financial compliance requirements.
- Support on communication strategy.
- Support of monitoring plans and execution.
- Support of program operations as required.
- Project Delivery
- Program management and administrative services

Task 2: Homeowner Reimbursement Program (HRP)

CDM Smith will complete remaining HRP activities as described below:

Task 2.1 Close-out Activities

After reimbursement has been made the case will be closed. A final quality control review will be made of the file to ensure all supporting documentation required to show compliance with federal regulation and the program policies is in the file. Insurance verification will be completed on each HRP file.

Task 3: Infrastructure Projects CDBG-DR Related Services

CDM Smith will assist the City in completing CDBG-DR requirements for the following infrastructure projects:

- 14th Ave, 16th Ave and 46th Street Paving Project
- Flood inundated street paving project
- 55th Crossing (completion of the underground utility project, as well as paving)

CDM Smith will complete the following scope of services relating to these programs:

- Complete required environmental reviews
- Set up the projects into HUD's DRGR system. Eligibility, national objective, beneficiary, ethnic characteristics, income levels of beneficiaries, financial information, etc., will be put entered the system.
- Coordinate with selected engineer(s) to assure appropriate CDBG clauses are incorporated into construction bids and construction award documents
- Assist with any required preconstruction conference for each selected contractor
- Verify that the construction of the projects is in compliance with CDBG-DR Program requirements and assure that the projects are the same as awarded
- Oversee compliance with Davis Bacon including:
 - CDM Smith will furnish all Semi-Annual Labor Standards Enforcement Reports (SALSER) required by HUD each April and October and any Labor Standards Enforcement Reports as needed.
 - Weekly contractor and subcontractor payrolls
 - Employee interview forms
 - Payroll review sheet for each payroll
 - Corrective actions for any wage underpayments or overtime violations
 - Section 3 new hire forms
 - Pictures of posted wage rates and Equal Opportunity posters
 - Change orders
 - Inspection reports
 - Semi-Annual Labor Standards Reports and the Final Wage Compliance Reports
- Maintain hard files containing documentation to support compliance for the following:
 - Bid Advertisements
 - Addendums
 - Compliant bid documents that include all CDBG-DR requirements
 - Copies of bids received including completed checklists for completeness of each bid received
 - Written affirmation that contractor is not on the federal debarment list
 - Tabulation of bids
 - Bid award
 - Executed contract
 - Pre-construction conference minutes

- Copies of completed Section 3 plans with tables A and B from contractor and subcontractors
- Completed certifications from prime contractors and subcontractors for Section 3 and segregated facilities

Task 4: Acquisition/Buyout Program Services

CDM Smith will provide continued services to complete the current housing buyout program for up to the 113 homes in the program. Services to be implemented include:

- community and applicant informational workshops
- application intake
- eligibility determination
- third-party verifications of other sources of funds
- assessment and verification of duplication of benefits
- environmental reviews
- file documentation
- appraisals
- title work
- property owner negotiations
- coordination and conducting of property closings
- award calculations and allocations
- assistance with the procurement of contractors for demolition
- payment processing
- development of RFP's for demolition contractors
- CDBG-DR program requirement related compliance oversight of the demolition contractors

4.1 Relocation Services for Buyout Program

Continued relocation services are to be provided in accordance with 49 CFR Part 24 Uniform Relocation Assistance and Real Property Act Acquisition for Federal and Federally-Assisted Programs Act also known as the Uniform Act.

4.1.1 Residential Relocation Services

Eligibility for relocation assistance shall begin on the date of a notice of intent to acquire or at the initiation of negotiations, whichever occurs first. Promptly after the initiation of negotiations, those eligible for relocation assistance will be notified in writing of their eligibility for applicable relocation assistance.

For residential displacements the notice shall include information on at least one and preferably three or more comparable replacement dwellings. These comparable dwellings will also be used in determining the maximum replacement housing payment for which the occupant may qualify.

Owner-occupants can receive up to four residential relocation benefits:

- *Replacement Housing Payment
- *Costs Incidental to the Purchase of a Replacement Property

*Interest Differential

*Moving Costs

Tenants can be eligible for the following relocation benefits:

*Rental Supplement Payment

Or

Down Payment and Costs Incident to Purchase

*Moving

The replacement housing payment or rental supplement payment will be determined for each dwelling unit. After obtaining the City's approval for the payment, the Relocation Specialist will meet in person with the occupants and present the payment in writing. At this meeting, the benefits, the eligibility requirements and the time frames will be explained.

The occupants will be assisted in locating replacement dwellings as well as filing claims for relocation benefits. In addition the Relocation Specialist will provide Advisory Assistance including providing information on financing, pros and cons of buying versus renting and pitfalls of which they need to be aware.

4.1.2 Landlord Re-Establishment

Persons who own real estate, being acquired for the project, which they lease to others, may be eligible to receive a payment not to exceed \$10,000 to assist them in re-establishing a replacement rental property.

Each owner who falls into the category will be met with to determine eligibility. If it is determined the real estate owner may qualify for the payment, detailed information will be provided, as to the requirements to receive the payment and assist the owner in claiming benefits.

4.1.3 Personal Property Move

There may be certain instances where a person may not occupy the real estate but has personal property that needs to be moved due to the project. These persons are eligible for the payment of the actual, reasonable and necessary costs to move that personal property.

The Relocation Specialist will work the owner of the personal property to explain their potential eligibility, their responsibilities and time frames for completing the move.

4.1.4 General Relocation Duties

The Relocation Specialist will assist the occupants as needed in the completion of all paperwork necessary to claim relocation benefits and documentation necessary to support such claims.

When delivering an offer of relocation benefits, the Relocation Specialist will also deliver an advisory 90-day notice to vacate. This notice advises the occupant that they will have at least 90 days from that particular date before they are required to move from the

acquired site. At the time the City acquires the site, the Relocation Specialist will send the occupants a final 30-day notice to vacate. This notice must give the occupants at least 30 additional days to remain in possession of the site. The final vacate date cannot be less than 90 days from the date the occupant received the original 90-day advisory notice.

The displaced have one year from the date they vacate the acquired property to meet the qualification criteria for receiving relocation benefits. Displaced persons are also allowed an additional six months to claim benefits beyond the one year qualification time frame. The Relocation Specialist will provide services as needed to ensure all displaced persons receive relocation advisory services throughout the 18 month period that extend beyond the vacate date.

Relocation claims will be reviewed by another Relocation Specialist or manager prior to submittal for payment. This is part of the QA/QC process on the project. When the relocation process is complete, the City will be provided a completed file containing all of the relocation contact logs, reports and claims.

Relocation activities shall be coordinated with project work and other displacement-causing activities to ensure that, to the extent feasible, persons displaced received consistent treatment and the duplication of functions is minimized.

Task 5: Acquisition/Buyout Program

CDM Smith will provide a comprehensive housing acquisition/buyout program for up to 50 additional homes. Services to be implemented include:

- community and applicant informational workshop
- application intake
- eligibility determination
- third-party verifications of other sources of funds
- assessment and verification of duplication of benefits
- environmental reviews
- file documentation
- appraisals
- title work
- property owner negotiations
- coordination and conducting of property closings
- award calculations and allocations
- assistance with the procurement of contractors for demolition
- payment processing
- development of RFP's for demolition contractors
- CDBG-DR program requirement related compliance oversight of the demolition contractors

5.1 Relocation Services for Involuntary Acquisition/Buyout Program

All services are to be provided in accordance with 49 CFR Part 24 Uniform Relocation Assistance and Real Property Act Acquisition for Federal and Federally-Assisted Programs Act also known as the Uniform Act.

Relocation services will be provided for up to forty (40) homes.

5.1.1 Relocation Plan

The existing relocation plan will be amended for these 40 additional properties.

5.1.2 Residential Relocation Services

Eligibility for relocation assistance shall begin on the date of a notice of intent to acquire or at the initiation of negotiations, whichever occurs first. Promptly after the initiation of negotiations, those eligible for relocation assistance will be notified in writing of their eligibility for applicable relocation assistance.

For residential displacements the notice shall include information on at least one and preferably three or more comparable replacement dwellings. These comparable dwellings will also be used in determining the maximum replacement housing payment for which the occupant may qualify.

Owner-occupants can receive up to four residential relocation benefits:

- *Replacement Housing Payment
- *Costs Incidental to the Purchase of a Replacement Property
- *Interest Differential
- *Moving Costs

Tenants can be eligible for the following relocation benefits

- *Rental Supplement Payment

Or

Down Payment and Costs Incident to Purchase

- *Moving

The replacement housing payment or rental supplement payment will be determined for each dwelling unit. After obtaining the City's approval for the payment, the Relocation Specialist will meet in person with the occupants and present the payment in writing. At this meeting, the benefits, the eligibility requirements and the time frames will be explained.

The occupants will be assisted in locating replacement dwellings as well as filing claims for relocation benefits. In addition the Relocation Specialist will provide Advisory Assistance including providing information on financing, pros and cons of buying versus renting and pitfalls of which they need to be aware.

5.1.3 Landlord Re-Establishment

Persons who own real estate, being acquired for the project, which they lease to others, may be eligible to receive a payment not to exceed \$10,000 to assist them in re-establishing a replacement rental property.

Each owner who falls into the category will be met with to determine eligibility. If it is determined the real estate owner may qualify for the payment, detailed information will

be provided, as to the requirements to receive the payment and assist the owner in claiming benefits.

5.1.4 Personal Property Move

There may be certain instances where a person may not occupy the real estate but has personal property that needs to be moved due to the project. These persons are eligible for the payment of the actual, reasonable and necessary costs to move that personal property.

The Relocation Specialist will work the owner of the personal property to explain their potential eligibility, their responsibilities and time frames for completing the move.

5.1.5 General Relocation Duties

The Relocation Specialist will assist the occupants as needed in the completion of all paperwork necessary to claim relocation benefits and documentation necessary to support such claims.

When delivering an offer of relocation benefits, the Relocation Specialist will also deliver an advisory 90-day notice to vacate. This notice advises the occupant that they will have at least 90 days from that particular date before they are required to move from the acquired site. At the time the City acquires the site, the Relocation Specialist will send the occupants a final 30-day notice to vacate. This notice must give the occupants at least 30 additional days to remain in possession of the site. The final vacate date cannot be less than 90 days from the date the occupant received the original 90-day advisory notice.

The displacees have one year from the date they vacate the acquired property to meet the qualification criteria for receiving relocation benefits. Displaced persons are also allowed an additional six months to claim benefits beyond the one year qualification time frame. The Relocation Specialist will provide services as needed to ensure all displaced persons receive relocation advisory services throughout the 18 month period that extend beyond the vacate date.

Relocation claims will be reviewed by another Relocation Specialist or manager prior to submittal for payment. This is part of the QA/QC process on the project. When the relocation process is complete, the City will be provided a completed file containing all of the relocation contact logs, reports and claims.

Relocation activities shall be coordinated with project work and other displacement-causing activities to ensure that, to the extent feasible, persons displaced received consistent treatment and the duplication of functions is minimized.

Amendment No. 3 - Attachment No. 2

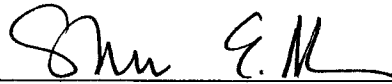
City of Minot
CDBG DR Program Allocation #2

Estimate of Fees
6/1/2015

Task #	Task Description	Blended Rate	Principal/Technical Experts	Project Manager	Acquisition Specialist	Construction Manager	Case Manager	Admin.	Total Hours	S&W	OR Colon	Cost
Task 1	Project Management & Administration	\$ 125	80	80				24	104			\$ 13,000
Task 2	HRP - Insurance verification and closeout activities	\$ 125		120		320	336		416			\$ 52,000
Task 3	Infrastructure-Roads	\$ 125		240	880		880	220	2,460		\$ 35,000	\$ 55,000
Task 4	Acquisition Services (complete 113 properties)	\$ 125	420	640	2,080		820	280	4,240	\$ 350,000	\$ 225,000	\$ 342,500
Task 5	Acquisition Services (50 new properties)											\$ 1,105,000
	Total		740	1,080	2,960	320	2,036	524	520			\$ 1,567,500

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 30 DAY OF June, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1685-15562

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016

OR

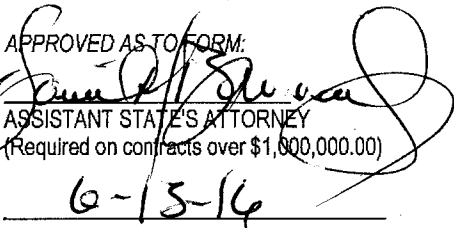
ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 1,997,184.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:


ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

6-15-16
Date